



Minnesota District Court (Carver County)  
Civil and criminal case files

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No. 3029

DISTRICT COURT,  
CARVER COUNTY, MINN.

J.B. & C.I. Moffett as partners as  
J.B. & C.I. Moffett  
Plaintiff.

vs.

The Harmon Evangelical Lutheran  
Church of Harmon, Minn. Defendant.

Plaintiff's Attorney.

Thos. F. Craven  
Defendant's Attorney.

Date of Entry Apr. 18th, 1906

Register of Actions "C" Page 446

Term Tried.....19.....

Judgment for.....

Amount of Judgment \$.....

Date of Judgment.....19.....

Judgment Book.....Page.....

Default Judgment Book.....Page.....

Date of Docketing.....19.....

STATE OF MINNESOTA

DISTRICT COURT

County of Carver.

Eighth Judicial District.

J.B. and G.T.Meffett as partners

as J.B. & G.T.Meffett,

Plaintiff

- VS. -

The German Evangelical Lutheran

Congregation of Wacenia, Minnesota,

Defendant.

Said defendant for answer to the complaint of said plaintiff in said above entitled action respectfully alleges:

- (1) Defendant admits paragraph two of said complaint; and further admits that during the year 1905 said defendant made certain repairs upon and in its church building situate in the village of Wacenia Minnesota.
- (2) Defendant alleges that one A.F.Paschke, who then was a resident of the village of Wacenia and kept a local paint shop therein, was hired by said defendant to do certain decorating of said church and to furnish the necessary materials for such decoration; that said defendant from time to time during the progress of such decoration, paid the said A.F.Paschke upon said contract and prior to the completion of said contract the said A.F.Paschke abandoned his said contract and failed and refused to complete the same, and defendant has fully paid him for all materials furnished and work done thereunder.
- (3) Save and except as hereinbefore expressly admitted said defendant denies said complaint and each and every allegation matter and thing in said complaint alleged.

Wherefore defendant prays judgment, that the alleged lien filed by J.B. and G.T.Meffett as partners as J.B. & G.T.Meffett be adjudged void and set aside, that said action be dismissed and for defendant's costs and disbursements, including reasonable attorney's fees, herein.

*Thos H. Caver*  
Attorney for Defendant,  
Chaska, Minn.



STATE OF MINNESOTA

ss

County of Carver.

Gottlieb Gatz being first duly sworn says that he is one of the officers, to-wit, a director, of the defendant corporation named in the foregoing entitled action; that he has knowledge of the facts stated in the foregoing answer, that he knows the contents thereof, that the averments thereof are true of his own knowledge, save as to such as are therein stated on information and belief, and that as to those he believes them to be true.

Gottlieb Gatz

Subscribed and sworn to before me

this 8<sup>th</sup> day of May A.D. 1906

[Signature]  
Notary Public Carver County Minn  
(My Commission Expires July 1<sup>st</sup> 1906)



(Original)

STATE OF MINNESOTA,

County of

Carver

District COURT.

J.B. & C.T. Moffitt as partners  
as J.B. & C.T. Moffitt

Plaintiff.

vs.

The German Evangelical Lutheran Church  
of Waconia, Minn.

Defendant.

Answer

Due and personal service of the within

CARVER COUNTY, hereby admitted

this

FILED

day of

A.D. 1906 MAY 10 1906

H.D. Muehlberg

Attorney for

Thos. F. Graven

Attorney for

Defendant

Chaska Minn.

O. F. GREENWOOD, MANKATO, MINN

(446) Reg. C

Appt. 18, 1906

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

J.E. and C.T. Moffett as partners  
as J.E. & C.T. Moffett

Plaintiffs

vs

The German Evangelical Lutheran  
Congregation of Waconia, Minnesota

Defendant

Said plaintiffs for their Complaint in the above entitled action respectfully  
state and show to the court:

(1). That said plaintiffs are, and at all the times herein mentioned were, part-  
ners engaged in business at the City of Minneapolis in said State under and by the  
firm name and style of J. E. & C. T. Moffett as jobbers and wholesale dealers in  
paints, oils, varnishes, brushes and other merchandise usually carried in stock by deal-  
ers in paints and oils.

(2). That said defendant is and at all of said times was a religious corporation,  
fully created, organized and existing under and by virtue of the Laws of said State, and  
the corporate name of said defendant is "The German Evangelical Lutheran Congregation  
of Waconia" and its domicile is the Village of Waconia in said County and State.

(3). That at all times during the year 1905, and long prior thereto, said defend-  
ant was the owner in fee and in possession of those certain lots or tracts of land  
shown and described as Lots No. Eleven (11) and Twelve (12) of Block No. Seven (7)  
of the Village of Waconia in the County of Carver and State of Minnesota, according  
to the recorded plat of said Village on file and of record in the office of the Regis-  
trar of Deeds in and for said County, and of a church or meeting-house used as a place  
of divine worship which is situated upon said above mentioned tracts of land.

(4). That in and during the year 1905 said defendant was engaged in making or  
causing to be made certain repairs to its said church or meeting-house so situated



Upon said above mentioned tracts of land, and, on to-wit, the 1st day of April 1905, said defendant contracted with one A. F. Paschke for the painting and decorating of its said church or meeting-house, and under and by the terms of the contract made and entered into by and between said defendant and said A. F. Paschke said A. F. Paschke agreed to furnish and provide all necessary materials for and to be used in the painting and decorating of said church or meeting-house and to paint and decorate the same for a price mutually agreed upon by and between said defendant and said A. F. Paschke.

(5). That in said month of April 1905 said A. F. Paschke entered upon the performance of his said contract and in so doing furnished and provided certain materials for and which were used in the work of ~~repairing~~ <sup>painting</sup> and decorating said church or meeting-house under and pursuant to said contract so entered into by and between said defendant and said A. F. Paschke.

(6). That at divers times between the 13th day of April 1905 and the 28th day of June 1905 said plaintiffs, as partners aforesaid, furnished and delivered to said A. F. Paschke certain paints, oils, brushes and other materials, an itemized account of which appears in the Bill of Particulars of plaintiffs' Lien-Claim hereto attached and marked "Exhibit A". That each and every item of said material so furnished and delivered by plaintiffs to said A. F. Paschke and so mentioned and included in said Bill of Particulars was furnished to and at the instance of said A. F. Paschke for the repair of said church or meeting-house so owned by said defendant and so situated upon the tracts of land hereinbefore mentioned, and was used by said A. F. Paschke in painting and decorating said church or meeting-house under and pursuant to the contract entered into by said defendant with said A. F. Paschke as hereinbefore stated, as was well known to said defendant, its officers and servants. That said material so furnished to said A. F. Paschke for and which was so used in the repair of said church or meeting-house was of the reasonable worth ~~or~~ <sup>and</sup> value of \$155.69 in the aggregate, which sum said A. F. Paschke, in consideration of the premises promised and agreed to pay plaintiffs therefor. That no part of said sum has ever been paid, and the whole amount thereof is and ever since said 28th day of June 1905 has been due

and justly owing to plaintiffs.

(7). That the first item of said material was furnished and delivered on the 17th day of April 1905, and the last item thereof was furnished and delivered on the 27th day of June 1905.

(8). That within ninety days from the time of so furnishing the last item of said materials, and on, to-wit, the 25th day of September 1905, said plaintiffs caused a statement in writing to be made, setting forth therein the amount then actually due and owing them for the materials so furnished as aforesaid, after allowing all just credits and off-sets; that such amount was due and owing them for materials furnished for the repair of the church or meeting-house so owned by said defendant with a particular description of the structure for which such materials were furnished and the nature of the repairs thereto in which the same were used; the time when the first and the last item of said materials was furnished; a description of the property to be charged with the Lien; the name of the owner of the property charged with the Lien at the time of the making of said statement according to the best information then had by plaintiffs and a notice of intention on the part of said plaintiffs to claim and hold a Lien upon the property in said Lien Statement and hereinbefore mentioned and described for the amount owing to plaintiffs for the materials so furnished by them as aforesaid.

(9). That said plaintiffs caused said Statement to be verified by the oath of their attorney and agent, and the same was so verified and filed in the office of the Register of Deeds in and for said County of Carver within ninety days from the time of the furnishing of the last item of such material, and the same was filed in the office of the Register of Deeds in and for said County on the 25th day of September 1905 and was duly recorded at length in said office in the records thereof and now remains of record therein. That a copy of said Lien Statement is marked "Exhibit B" and is hereto attached and made a part of this complaint.

(10). That "Exhibit A" hereto attached is a Bill of Particulars of the items of plaintiffs said Lien Claim duly verified by said plaintiffs, and the same is hereby made a part of this complaint.



(11). That no part of the indebtedness for which said Lien-Claim was filed as aforesaid has ever been paid, and said plaintiffs claim and have a Lien upon the premises hereinbefore mentioned and described for the amount of said indebtedness, including interest thereon from and since the 28th day of June 1905, under and by virtue of the statute in such case made and provided, and a Notice of Lis Pendens has been duly filed in the office of the Register of Deeds in and for said County of Carver as required by law.

(12). That by mistake of the scrivener who wrote said statement for Lien the plaintiffs were incorrectly mentioned and named therein as J.P. and C.P. Moffett, and in said Statement and the record thereof the plaintiffs are incorrectly mentioned and named as J.P. and C.P. Moffett.

Wherefore plaintiffs demand the judgment and decree of this Court as follows:

1. That plaintiffs' Lien Statement and the record thereof be reformed and corrected so that the same when so reformed and corrected will contain the correct initials of plaintiffs, viz: J.S. and C.P. instead of J.P. and C.P. as written therein.
2. Adjudicating the amount and validity of plaintiffs' said Lien-Claim and determining and adjudging that plaintiffs are entitled to and have a valid subsisting lien upon the land and premises herein mentioned and described for the amount claimed to be due and owing to them in and by their Lien Statement hereto attached.
3. Adjudging and decreeing a foreclosure of said Lien by sale of said land and premises to satisfy the indebtedness aforesaid, and that said premises be sold by the Sheriff of said County in the manner and as prescribed by law, and that from the proceeds arising from such sale the plaintiffs be paid the amount of such indebtedness, together with the interest thereon and the costs and disbursements of this action, including an attorneys fee or statutory costs of twenty five dollars, and
4. For such other and further relief as to the court may seem just and proper in the premises.

W.C. & W.J. O'Neil

Attorneys for Plaintiffs,  
Chaska, Minn.

*"Exhibit A."*

STATE OF MINNESOTA

DISTRICT COURT

County of Carver

Eighth Judicial District

J. E. and C. T. Moffett as partners  
as J.E. & C.T. Moffett

Plaintiffs

vs

The German Evangelical Lutheran  
Congregation of Waconia, Minn.

Defendant

You will please take notice that the following is a Bill of Particulars of the items of material furnished by said plaintiffs to and at the instance of A. F. Paschke for and which was used by said A. F. Paschke in the repair of the church or meeting-house owned by said defendant and situated upon Lots No. 11 and 12 of Block No. 22 7 of the Village of Waconia in said County and State, and a Bill of Particulars of the items of plaintiffs' Lien-Claim mentioned and referred to in the foregoing complaint, and the same is just and true.

1 Bbl. Boiled Oil 52.8 gal	47	\$24.92
1 100 lb. keg United White Lead		6.50
2 100 lb. kegs Carter White Lead	8 5/8	13.25
1 25 lb. can Imported Ochre in oil	8	1.50
1 100 lb. keg P E Ven Red in Oil		4.75
1 10 lb. can Med Cho Yellow in Oil	20	2.00
2 5 lb. cans Med Cho Green in Oil	15	1.50
1 5 lb. can Drop Black in Oil	15	.75
10 1 lb. cans Lt Oak Grd Color in Oil	15	1.50
2 1 lb. cans Raw Sienna in Oil	15	.30
1 25 lb. pail #1 Coral Putty	2 1/2	.63
10 gals. Gasoline	14	1.40
1 10 gal. can		.75
5 gals. Turpentine	74	3.70
2 1 lb. cans Prussian Blue in Oil	40	.30
1 100 lb. can C. White Ochre in Oil		3.75
2 1 lb. cans Rt Sienna in Oil	15	.30
1 5 gal. Berry Bros. Lt H O F	1.60	8.00
2 lbs. No. 1 White Glue	15	.30
1 bbl. Gently Wet Paste		2.50



1/4 doz #85 O K Stucco Wall Esh	18.00	4.00
2 Only 4x Flat Dusters	5.40	.90
3 ea 1 1/2 in Gloss Var Esh	.80	.60
2 in same	.25	.75
1 only #12 Adams P H Smoo Esh		1.25
2 only Cuba Grass Sponges 5 ozs		.75
1/4 doz #850 Okatka Kalso Esh	18.20	4.05
2 Jars Deep Black	.15	.30
5 Jars Ult Blue	.80	1.00
4 Jars Cho Green Light	.25	1.00
5 Jars Cho Green Deep	.25	1.25
4 Jars Cho Yellow Light	.25	1.00
5 Jars Cho Yellow Med	.25	1.25
2 Jars Cho Yellow Deep	.25	.50
5 Jars Indian Red		.18
2 Jars Et Sienna	.15	.30
2 Jars Vandyke Brown	.15	.30
1 Jar Prussian Blue		.25
1 Rose Pink		.20
2 1 1/2 in Ohio W Var Esh	.45	.20
2 3 1/2 in Ohio W	.80	1.60
2 3 1/2 in Ohio P Wall	.85	1.90
1/4 doz #80 Ex O K Stucco	14.40	3.60
1 gal. Ex Sup Fresco Bronzing Liquid		2.00
2 lbs. Ex Sup Fresco Bronze	1.75	3.50
10 lbs. Sal Soda	.03	.30
1 #574 Fresco Stencil		.50
3 ozs. Fresco Alum Bronze	.15	.45
1 5 gal. can Berry Bros. R O Finish	1.80	8.00
1 5 gal. can		.50
1 Jar Rose Lake		.35
3 Jars Burnt Umber	.15	.45
3 Jars Tuscan Red		.25
1 Jar Tky Red Deep		.35
1 5 gal. can Turpentine	.78	3.90
1 bbl. Ex Gilder's Polished Whiting 140-18 1 1/4		5.38
1 bbl. for same		.25
50 lbs. X X French Ochre Dry	.02	1.00
20 lbs. 3 Star Glue	.25	5.00
3 7 in. Superior Kalso Esh	2.75	8.25
2 3 in. Gloss Wall Esh	.70	1.40
2 3 1/2 in. Patent Wall Esh	.90	1.80
2 #64 Patent Wall Esh	1.10	2.20
1 5/0 Super Round Paint Esh		1/10
1 3/0 same		.75
1 7/8 in. Chis Bris Art Esh		.18

1	1/2 in. Black Bris Art Esh	\$ .10
1	1 1/2 in. Ex. Bris Fresco Art Esh	.25
1	1 in same	.18
2	#6 Geo Fresco Liners	.12 .24
3	#2 same	.06 .18
		<hr/> \$155.89

Yours to.,

*W. C. W. S. Odell*

Attorneys for Plaintiffs,

Chaska, Minn.

To

Said Defendant.

State of Minnesota

ss

County of Hennepin

J. B. Mallett, being first duly sworn, says that he is one of the plaintiffs named in the above and foregoing Bill of Particulars; that he has read and examined the same and that the same is a just and true account and bill of particulars of the items of the Lien Claim of said plaintiffs upon the premises therein mentioned for the material furnished as therein stated. That such material and each item thereof was actually furnished by said plaintiffs to and at the instance of said A. P. Paschke for the repair, by painting and decorating, of the church or meeting-house therein referred to and the same was of the value therein charged, and no part of the price therefor has ever been paid.

Subscribed and sworn to before me  
this 24 day of February 1908.

*J. B. Mallett*

*J. W. Noyes*

NOTARY PUBLIC, HENNEPIN CO., MINN.

My Commission Expires Oct. 16th, 1911.



"Exhibit B"

State of Minnesota

ss

County of Carver

-----  
In the Matter of the Claim of Lien of  
J.P. & C.P. Moffett, co-partners, against  
certain property situated in the Village  
of Waconia, the property of the German  
Evangelical Lutheran Congregation.

-----  
NOTICE IS HEREBY GIVEN, That J.P. & C.P. Moffett, as co-partners as J.P. & C.P.  
Moffett, of the City of Minneapolis in the County of Hennepin in said State, claiming  
under the act entitled "An Act giving Liens for the better security of Mechan-  
ics, Materialmen, Laborers and others, approved April 24th, 1882" and wishing to avail  
himself of the benefits thereof, and to continue such Lien, makes the following state-  
ment in writing, setting forth:

1. The amount actually due and owing after allowing all just credits and offsets,  
is the sum of One Hundred Fifty Five and 89/100 Dollars.
2. That such amount is due and owing for material furnished for the repair of a  
church building upon the premises hereinafter described by reason of the following  
facts, to-wit: One A. F. Paschke contracted with the German Evangelical Lutheran Con-  
gregation of the Village of Waconia for the painting of the church building and other  
buildings owned by said German Evangelical Lutheran Congregation in said Village and  
situated upon the premises hereinafter mentioned and the furnishing of all material  
to be used in doing such work, and said above named J.P. & C.P. Moffett, as such co-  
partners, at the instance of said A. F. Paschke, and of said owner furnished certain  
material consisting of paints, oils, putty, etc. for, and which was actually used, by said  
contractor, said A. F. Paschke, in painting said buildings and repairing the same.
3. The time when the first item of such material was furnished, is April 7th 1905.  
The time when the last item of such material was furnished, is June 27th, 1905.
4. The following is a description of the property to be charged with the Lien:  
Lots Eleven (11) and Twelve (12) of Block No. Seven (7) of the Village of Waconia in

the County of Carver and State of Minnesota according to the plat of said Village on file and of record in the office of the Register of Deeds in and for said County.

5. The name of the owner or reputed owner of the property charged with the Lien at the time of making this statement, is The German Evangelical Lutheran Congregation of Waconia according to the best information then had.

6. Notice is hereby given of the intention of said J.P. & C.P. Moffett, as co-partners aforesaid, to claim and hold such Lien.

Dated Sept. 25 A.D. 1905.

J.P. & C.P. Moffett,

by W. C. Odell, their attorney.

State of Minnesota

ss

County of Carver

W. C. Odell of said County, being duly sworn, says he is the attorney and agent of the persons named as Lien Claimants in the foregoing Claim of Lien; that he has knowledge of the facts therein stated, and that the same are true.

Subscribed and sworn to before me  
this 25th day of September 1905.

W. W. Odell,

W. C. Odell

Notary Public, Minn.,

My Commission expires July 28, 1907.

*Seal*



State of Minnesota,  
County of Cannon } ss.

W. C. Odell being first duly sworn  
upon oath says that he is one of the Attorneys of the plaintiffs in the  
foregoing within entitled action; that he has heard read the foregoing Complaint  
that the same is true ~~of his own knowledge, except as to matters~~  
~~therein stated on information and belief, and as to such matters he believes it to be true~~ to the best of  
his knowledge, information and belief, and that the reason why this verification is not made by the  
plaintiffs herein is that said plaintiffs are absent from  
this County wherein resides this affiant, his attorney.

Subscribed and sworn to before me this 20th day of February 1906

{ NOTARIAL }  
{ SEAL }

W. C. Odell  
Notary Public Cannon County, Minnesota.

State of Minnesota, } ss. \_\_\_\_\_ Court,  
County of \_\_\_\_\_

against

Plaintiff.

SUMMONS.

ORIGINAL

State of Minnesota,

County of Carver

District

Court.

J. R. and C. T. Moffett etc.  
Plaintiff &

vs.

Th. German etc. Congregation  
Defendant.

Complaint.

Due and personal service of the within  
admitted

this day of COUNTY. 19

**GARVER**  
**FILED**

APR 18 1906  
H. O. Muehlberg

W. C. C. C. C.

Attorney for Plaintiff

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(446)



No. 3030

DISTRICT COURT,  
CARVER COUNTY, MINN.

Kenneth Rath  
Plaintiff.

vs.

Daniel Rath  
Defendant.

John J. Tukey  
Plaintiff's Attorney.

Defendant's Attorney.

Date of Entry April 18, 1906

Register of Actions 19 Page 449

Term Tried.....19.....

Judgment for Plaintiff

Amount of Judgment \$.....

Date of Judgment Apr. 18th 1906

Judgment Book 19 Page 225

Default Judgment Book.....Page.....

Date of Docketing.....19.....

DISTRICT COURT  
EIGHTH JUDICIAL DISTRICT

Kunta Rath,  
vs.  
Daniel Rath,

Plaintiff  
  
Defendant

\*\*\*  
\*\*\*  
\*\*\*  
\*\*\*

Summons.

You are hereby summoned and required to answer the complaint in the above entitled action of which a copy is hereto annexed and herewith served upon you and to serve a copy of your answer there-to upon the subscriber at his office in the village of Norwood, Carver County, Minnesota, within thirty days (30) after the service of this summons upon you, exclusive of the day of such service.

Dated Jan. 17 - 1906

*John J. Taheny*  
Attorney for the plaintiff,  
Norwood, Minn.



STATE OF MINNESOTA

IN DISTRICT COURT

County of Sibley

Eighth Judicial District

Kunta Rath,

Plaintiff .

-vs-

Daniel Rath,

Defendant.

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Complaint.

-----:-----  
The plaintiff complains of the defendant and alleges:

1. That the plaintiff, aged 35 years and the defendant, aged 45 years, are husband and wife and were married in the village of Young America, County of Carver, State of Minnesota, on the 27th day of December, A. D. 1887.

2. That the plaintiff is a resident of this state and has resided therein continuously for more than ten years immediately preceeding the exhibiting of this complaint.

3. That for about eight years after said marriage this plaintiff and said defendant lived happily together, but about eight years after said marriage, said defendant pursued and adopted a course of conduct towards this plaintiff which was cruel and inhuman, and for more than ten years last past this plaintiff endured and was compelled to endure the wrongs and injuries inflicted upon her by said defendant, which wrongs and injuries are hereinafter more particularly set forth.

4. That on the 27th day of December, 1904, while plaintiff was sick and suffering, and unable to get out of bed, said defendant called her a street-walker, a son-of-a-bitch, and told her she was crazy, and struck her with his fist and choked her most cruelly.

5. That on the 8th day of May, A. D. 1905, while plaintiff was sick and suffering and after she had just returned from the hospital in Minneapolis, Minnesota, where she had been operated on, defendant called this plaintiff a son-of-a-bitch, a pig, a street-walker and other vile and abusive names, all of which was in presence of the children, who heard and understood the same.

6. That said defendant when drunk and intoxicated has a violent temper and on several and diverse occasions during the last ten

Xo 4  
years when he came home drunk, he would call the plaintiff the names above set forth and would say he wished this plaintiff was dead; and such has been the course of treatment towards this plaintiff that her health has been permanently impaired and injured as a result therefrom; and for the past ten years said defendant has left this plaintiff in want, misery and despair and has neglected to furnish sufficient food and clothing for his family, and this plaintiff was compelled many times during all of this time, on many occasions, to depend upon herself and shift for herself in order to provide food and clothing for herself and her children, and on many occasions for weeks at a time during the last ten years this plaintiff and her children had nothing to eat but bread and lard, such has been the course of conduct of the said defendant towards this plaintiff.

7. That there are living of the issue of said marriage three children, named, Charles Rath, aged 16 years, Daniel Rath, aged 12 years, Andrew Rath, aged 10 years.

8. That the defendant is lazy and his moral character is bad and such as to render him unfit to have the custody of said children.

9. That the defendant owns real property in the village of Norwood of the value of six hundred dollars (\$600) and personal property of the value of one hundred dollars (\$100).

10. That plaintiff has no property in her own right, except a little household furniture and her clothing; that she has no money with which to carry on this suit or pay the expenses of the same; and that she has no means with which to supply her necessary wants or those of her children, and is wholly dependent on her relatives for her support and the support of her children.

WHEREFORE plaintiff demands judgement:

(1) For a decree of divorce annulling and dissolving the marriage relation existing between plaintiff and defendant.

(2) That plaintiff be awarded temporary alimony, suit money and counsel fees to enable her to carry on this action.

(3) That the plaintiff be awarded permanent alimony out of the property of the defendant.

(4) Awarding the custody of the said children of said marriage to plaintiff.

(5) For such other and further relief as may be just and equitable herein.

Dated Jan. 18-1906.

John J. Fahy, Plaintiff's atty.  
Norwood, Minn.



State of Minnesota)  
(ss  
County of Carver )

Kunta Rath, being duly sworn, says that she is the plaintiff in the above entitled action; that she has read the foregoing complaint and knows the contents thereof; that the same is true to her own knowledge, except as to those matters therein stated on information and belief and as to those matters she believes it to be true.

*Kunta Rath*

Subscribed and sworn to before me this 13th day of January, 1906.

*Robert H. H. H.*

State of Minnesota  
County of Carver

Kunta Rath, Plaintiff  
-vs-  
Daniel Rath, Defendant

In District Court  
Eighth Judicial District

State of Minnesota  
County of Carver ss

M. Morrison, being duly sworn, says that on the 13th day of January, 1906, in the village of Norwood, Carver County, Minn., he served the foregoing summons and complaint on Daniel Rath, the defendant therein named, personally, by handing to and leaving with him copies thereof.

*M. Morrison*

Subscribed and sworn to before :  
me this 13th day of Jan. 1906 : Notary Public, Carver Co., Minn.

*Carl Bradley*  
My Commission expires July 19th, 1912.

Original

©

District Court

Carver County

Wm. A. Rath

- vs -

Daniel Rath

Summons and

Complaint

John J. Fahy.

Plf's Atty.

Nowood, Minn

CARVER COUNTY  
FILED

APR 18 1908

H. D. Muehlberg  
Clerk

(447)



STATE OF MINNESOTA  
County of Carver

DISTRICT COURT  
Eighth Judicial District

-----:-----  
Kunta Rath

Plaintiff

VS

Daniel Rath

Defendant  
-----:-----

In the above entitled action the defendant hereby consents that the plaintiff  
bring said action to trial before the Judge of said Court at Chambers without notice  
to defendant.

W. B. & W. H. Odell,  
ted Chaska, April 7th, 1908.

-----:-----  
Attorneys for Defendant.

State of Minnesota, )  
County of Carver. )  
~~of the State of Minnesota, County of Carver,~~

( In District Court.  
( 8th Judicial District.  
~~( of the State of Minnesota, County of Carver,~~

Kunta Rath, )  
Plaintiff. )  
-vs- )  
Daniel Rath, )  
Defendant. )  
----- )

The above entitled action came on for trial, at the Chambers of the Court, at the Village of Norwood, in the County of Carver, in the State of Minnesota, on the 11th day of April, A.D. 1908, pursuant to stipulation of the parties thereto.

John J. Fahey Esq; appeared as counsel for the plaintiff.

There was no appearance on the part of the defendant, he consenting in writing that said cause be brought on for trial without notice to him.

After hearing the evidence produced on the part of the plaintiff duly considering the same, as conclusions of fact I find:

1. That all of the allegations contained in the complaint of the plaintiff are true.
2. That the value of the real property consisting of a little house and one lot located in the village of Norwood, is \$500.00.
3. That the value of the personal property consisting of household effects is one hundred dollars.
4. That the plaintiff is the owner and entitled to the possession of the following articles of personal property, to wit:  
one sewing machine, one ~~xxxxxxx~~ enlarged picture of the plaintiff  
one enlarged picture of plaintiff's mother and father, one cooking stove  
bureau, three bed quilts and one feather bed, all of the value of \$50.00.
5. That the names and ages of the issue of said intermarriage is as alleged in plaintiff's complaint, and that the plaintiff is entitled and is awarded the care custody and control of said child Andrew Rath, aged 14 years during the years of its minority, subject to the right and privilege of the defendant to see and visit him at all reasonable times; and that said defendant is entitled and hereby is awarded the care custody and control of said minor children, Daniel Rath aged twelve years and Charles Rath aged sixteen years during the years of their minority subject



however to the right and privilege of the plaintiff to see and visit them at all reasonable times.

AS CONCLUSIONS OF LAW I FIND:

1. That the plaintiff is entitled to an absolute divorce from the defendant, and is permitted to assume her maiden name, Kunta Bitterfass.

2. That said plaintiff be and hereby is awarded the care custody and control of said minor child, Andrew Rath during the years of its minority, subject ~~in~~ to the right of the defendant to see and visit him at all reasonable times that he chooses so to do.

3. That the plaintiff is the owner and entitled to the possession of all the articles of personal<sup>in</sup> property enumerated ~~the~~ the 4th finding fact herein.

4. That in addition to said articles of personal property the plaintiff is entitled as permanent alimony ~~in~~ in the sum of \$200.00, the payment of the same to be made a ~~p~~ lien upon the real property of the defendant.

5. To judgment for her costs and disbursements herein.

Let Judgment be entered accordingly.

Dated at Norwood, this 11th day of April, A.D. 1908.

*R. M. Morrison*  
Judge of said District Court.

GARVER COUNTY,  
FILED

APR 18 1906

*H.O. Muehlberg* Clerk.

(447)



State of Minnesota, } ss. **DISTRICT COURT,**  
 County of Carver } Eighth Judicial District.  
Kunta Rath, Plaintiff.  
- vs -  
Emil Rath, Defendant

## AMOUNT OF JUDGMENT OR VERDICT.

Amount of Judgment or Verdict, - - - - - \$  
 Interest on same from the Plaintiff's day of 1 - - - - - \$

Statutory Costs, - - - - - COSTS AND DISBURSEMENTS. \$ 5.00

3 Affidavits, - - - - - \$ .75  
3 Acknowledgments, - - - - - \$ .75  
 Sheriff's Fees, - - - - - \$ 1.20  
 Jury Fees, - - - - - \$ .00  
 Clerk's Fees (to be taxed), - - - - - \$ 3.00

## WITNESS FEES, VIZ.:

(Give name of each Witness, Residence, Number of Days and Dates of Attendance and Number of Miles Traveled.)

NAMES.	RESIDENCE.	NO. DAYS ATTENDANCE.	DATES OF ATTENDANCE	NO. MILES TRAVELED.	
<u>J. E. Jahan</u>	<u>Nonwood</u>	<u>One</u>	<u>April 11-06</u>	<u>2</u>	\$ <u>1.12</u>
					\$
					\$
					\$
					\$
					\$
					\$

The above Bill of Costs and Disbursements taxed and allowed at - - - - - \$ 11.82

Dated April 18<sup>th</sup> 1906 H. O. Muehlberg (Total Amount) \$ 11.82  
 Clerk.

## AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota, } ss.  
 County of Carver } John J. Jahan  
 being duly sworn, says on oath, that he is the Attorney of the Plaintiff in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said Plaintiff in the above entitled action, and that the foregoing items of disbursements, and each item thereof, have been actually and necessarily paid or incurred therein, by and on behalf of said Plaintiff; and that each of the above named witnesses was a material witness for the said Plaintiff in said action, and was duly sworn, and testified on the trial of said action, on behalf of said Plaintiff. That each of said witnesses actually and necessarily traveled the number of miles above set opposite his name, in going from his said place of residence to, and returning to said place of residence from, the place of trial of said action, and for the purpose of so testifying, actually and necessarily attended said Court the number of days and on the dates hereinbefore stated; and that the residence of each of said witnesses is at the place above stated.

Subscribed and sworn to before me this 18<sup>th</sup> day of April 1906  
John J. Jahan  
 Notary Public, Carver County, Minn.  
John J. Jahan  
 Atty for Plaintiff

District Court,  
*Eighth* Judicial District,  
County of *Carver*

*Kunta Rath*

-vs-

*Daniel Rath*

Notice of Taxation of Costs and Bill of  
Costs and Disbursements.

Due service of the within bill of disburse-  
ments and affidavit to same, and notice of  
taxation thereof, by delivery of copy  
thereof, is hereby admitted this

day of \_\_\_\_\_ 190\_\_\_\_, at \_\_\_\_\_

Attorney for \_\_\_\_\_

Filed this *18* day of *April*

A.D. 190*6*

*H.O. Muehlberg* Clerk.

No. 13

(447)



State of Minnesota,  
County of Carver.

ss.

District Court,

Eighth Judicial District.

Kunta Rath,

Plaintiff.

vs.

Daniel Rath,

Defendant.

## JUDGMENT.

The above entitled action, pursuant to stipulation and agreement of said parties, was duly brought on for trial at a special term of said Court held at the Chambers of the Court in the Village of Norwood said County on the 11th day of April A. D. 1906, and was tried on said day by the Court without a jury, and the Court having made and filed its findings of fact and decision and order for judgment.

Now on motion of J. J. Fahey Esq., Attorney for said plaintiff, It is Ordered, Adjudged and Decreed: that the marriage relations existing between said plaintiff and said defendant be and the same is dissolved and said plaintiff is hereby released and divorced from the obligations thereof; and on like motion it is ordered and adjudged that said plaintiff have the care, custody and control of the infant child, Andrew Rath, of plaintiff and defendant; and that defendant have the care, custody and control of the infant children, Daniel Rath and Charles Rath, of plaintiff and defendant; that said defendant has the right to visit said infant child Andrew Rath at all reasonable times; and that said plaintiff have the right to visit said infant children Daniel Rath and Charles Rath at all reasonable times.

And on like motion it is adjudged and decreed that said plaintiff have and recover from said defendant, and that said defendant pay and deliver to said plaintiff all of the following to-wit: one sewing machine; one enlarged picture of said plaintiff, one enlarged picture of plaintiff's mother and father, one cooking stove, one bureau, three bed quilts and one feather bed, all of the value of fifty dollars; and all of which said articles being the personal property of plaintiff and now located on the premises hereinafter described. And in addition thereto the said defendant shall forthwith pay said plaintiff as permanent alimony the sum of two hundred dollars, and the further sum of Eleven Dollars and Eighty-two cents, her costs and disbursements taxed herein, which said payments aforesaid is hereby made a first lien upon Lot 5, Block 21, Village of Norwood, Carver County, Minnesota.

Dated April 18th, 1906.

By the Court,

H. C. Muehlberg  
Clerk.

DISTRICT COURT,

County of *Carver*

*Kunta Rath,*  
Plaintiff

AGAINST

*Daniel Rath,*  
Defendant.

JUDGMENT ROLL.

Filed *April 18<sup>th</sup>* A. D. 190*6*

*H. C. Muehlberg*  
Clerk of the District Court.

No. 1071.—PIONEER PRESS CO., St. Paul, Minn.

control of the infant's person, custody and maintenance; and that a permanent decree be made in favor of the mother, custody and control of the infant child, unless said child, at any time, shall be found to be in the possession and control of the father, in which case the mother shall be entitled to the custody and control of the infant child. And it is further ordered, that the mother be and she is directed to pay to the father the sum of \$10.00 per month for the support and maintenance of the infant child, beginning on the first day of May, 1906, and continuing until the child shall be one year of age, or until the mother shall be ordered to pay to the father the sum of \$10.00 per month for the support and maintenance of the infant child, whichever shall first occur. And it is further ordered, that the mother be and she is directed to pay to the father the sum of \$10.00 per month for the support and maintenance of the infant child, beginning on the first day of May, 1906, and continuing until the child shall be one year of age, or until the mother shall be ordered to pay to the father the sum of \$10.00 per month for the support and maintenance of the infant child, whichever shall first occur. And it is further ordered, that the mother be and she is directed to pay to the father the sum of \$10.00 per month for the support and maintenance of the infant child, beginning on the first day of May, 1906, and continuing until the child shall be one year of age, or until the mother shall be ordered to pay to the father the sum of \$10.00 per month for the support and maintenance of the infant child, whichever shall first occur.



No. *X 3034*

# DISTRICT COURT

CARVER COUNTY, MINNESOTA

*The State of Minnesota*  
Plaintiff

vs.

*John Heimker*  
Defendant

*J. F. Craven*  
Plaintiff's Atty.

Defendant's Atty.

Date of Entry *June 11* 190*6*

Register of Actions *D* Page *451*

Term Tried 190

Judgment for

Amount of Judgment, \$

Date of Judgment 190

Judgment Book Page

Default Judgment Book Page

Date of Docketing 190

State of Minnesota,  
County of Carver.

District Court.  
Eighth Judicial District.

-----0-----  
The State of Minnesota,  
                    against  
John Heimkes, Defendant.  
-----0-----

On this 5th day of March, A. D. 1907, the defendant John Heimkes appeared in open Court with his counsel, and withdrew a plea of not guilty entered by him to the said indictment at the last general term of said Court, and to such indictment entered a plea of guilty as charged therein; whereupon the defendant was duly sworn and examined as follows:

By the Court:

Q. John Heimkes is your true name?           A. Yes, sir.

Q. How old are you?           A. 23.

Q. 23. You are not a married man, are you?   A. No.

Q. Have you any trade or occupation?       A. Yes.

Q. What is your trade?       A. School teacher in the winter time.

Q. Any other profession, trade or occupation?   A. No, sir.

Q. No other profession, trade or occupation. Have you anything ever been found guilty of the commission of any crime before this time?  
A. No, sir.

Q. Have you anything to say now why sentence should not be pronounced upon you for the crime of indecent assault?   A. No, sir.

Mr. Odell made a plea for clemency in behalf of his client, and the County Attorney urged that the punishment be by way of fine.

By the Court: How old was the complaining witness?

By Mr. Odell: She is eighteen, was past sixteen at the time.

By the Court: Well, not knowing the circumstances under which this of-



fence was committed, and hearing the remarks of counsel, I shall be guided solely by their recommendations, and shall not impose a sentence of imprisonment. Now, do you know approximately, Mr. Craven, what the costs are in this case?

By the Clerk: I have it, \$82.85.

By the Court: The charge as set out in this indictment is a very serious one, and at this time I am not prepared to determine the circumstances under which it was committed; but in view of the fact that the defendant has seen fit to interpose a plea of guilty to such indictment, I cannot, and would not be justified, in imposing a nominal fine.

IT IS ADJUDGED, DETERMINED AND DECREED, That you, John Heimkes, are guilty of the crime of indecent assault as charged in the indictment so found against you by the Grand Jury of this County at the September, 1906, term of this Court, and as a punishment for said crime you pay the sum of \$200.00, or be committed to the county jail for a period not to exceed eight months.

State of Minnesota,  
County of **C A R V E R**

THE DISTRICT COURT,

**Eighth**

Judicial District.

**September General** Term, A. D. 190**6**

THE STATE OF MINNESOTA, AGAINST **JOHN HEIMKES**.

**John Heimkes** is

ACCUSED by the Grand Jury of the County of **Carver** and State of Minnesota,  
by this Indictment, of the crime of **Indecent Assault**

committed as follows:

The said **John Heimkes**

on the **Twenty Seventh** day of **May** A. D. 190**6**, at the **Young America**

of **Carver** in the County of **Carver** and State of Minnesota, did

wilfully, unlawfully, wrongfully and feloniously indecently assault and  
take indecent liberties with and on the person of one Agnes Luedtke, by  
then and there having sexual intercourse with her the said Agnes Luedtke,  
without her, the said Agnes Luedtke's, consent expressly given him the said  
John Heimkes. She the said Agnes Luedtke being then and there a female  
of the age of sixteen years and not a public prostitute; and which said  
acts aforesaid of the said John Heimkes do not in law amount to a rape,  
attempt to commit a rape or an assault with intent to commit a rape



Contrary to the form of the Statute in such case made and provided, and against the peace and dignity of the State of Minnesota.

Dated at Chaska in the County of Carver and State of Minnesota, this 25<sup>th</sup> day of September A. D. 1908

John Koehn  
Foreman of the Grand Jury.

The following are the names of the Witnesses duly sworn and examined before the Grand Jury upon the findings of the above Indictment:

Agnes Luedtke  
Carl Luedtke  
Peter & Bahlig  
Conrad Zeip  
George Humbucke  
Maxie Mueller

THE STATE OF MINNESOTA, County of Carver, ss. I, John Koehn, Foreman of the Grand Jury, do hereby certify that the within and foregoing are the names of the Witnesses duly sworn and examined before the Grand Jury upon the findings of the above Indictment.

DEPOSED

JAMES BRADY

NOTARY

NOTARY PUBLIC

JOHN KOEHN

*original*

DISTRICT COURT,

*Eighth* Judicial District,  
*Carver* County.

The State of Minnesota,

AGAINST

*John Heinke*

INDICTMENT

For *Indecent Assault*

A TRUE BILL.

*John Bachman*  
Foreman of the Grand Jury.

Presented by the Foreman, in the  
presence of the Grand Jury, to the Court,  
and filed in the office of the Clerk of the  
District Court in and for the County of

*Carver*

Minnesota, this *25<sup>th</sup>* day of

*September* 190*6*

*H. O. Muehlberg*  
Clerk.

*Thos F. Gower*  
County Attorney

(451)

WILLER DAVIS PRINTING CO., MINNEAPOLIS



Justice fees in the action of the State of Minn. against John Heimkes Jr.

Administering oath to Complainant.....	15
Drawing complaint 3 folios.....	45
Issuing warrant .....	25
Docket entries 3 folios.....	45
Filing 3 papers.....	15
Taxing costs.....	15
Transcript of proceedings to District Court.....	200
	<u>3.60</u>





State of Minnesota )  
County of Carver ) ss

In Justice Court  
Before Jacob D. Krause  
Justice of the Peace

State of Minnesota ) Plaintiff )  
John Heimkes Jr. ) Defendant )

To the District Court of Carver County, Minnesota.

I hereby make return of the proceedings had before me in the above entitled action, pursuant to the statute, as appears from my docket, viz.

May 28th, 1906. Charles Liedtke makes written complaint under oath against John Heimkes Jr. with having committed the crime of rape, committed as follows:

The said John Heimkes Jr. did on the 27th day of May A.D. 1906, at the Village of Young-America in said County and State, wrongfully and unlawfully, and carnally knowing, had sexual intercourse with a female of the age of ten years and upwards; that is to say with one Agnes Liedtke, there being, by then and there and against the will and consent of her the said Agnes Liedtke, being then not the wife of the said Agnes Liedtke Jr., and the said John Heimkes Jr. forceable overcoming the resistance of the said Agnes Liedtke to commit the said crime.

Complaint filed and warrant issued for the arrest and apprehension of the said John Heimkes Jr. the defendant and placed in the hands of Sheriff G.A. Gatz to serve.

May 31st, 1906, Defendant arrested by Sheriff G.A. Gatz, warrant showing service upon the defendant and his arrest on the 31st day of May 1906 by said Sheriff G.A. Gatz, returned and filed.

Defendant waived preliminary hearing in justice court and was remanded by me to the care of the Sheriff G.A. Gatz to be committed by him to the common jail of said County.

*J.D. Krause*  
Justice of the peace

State of Minnesota )  
County of Carver ) ss

I hereby certify that I have this day received into my custody the within named John Heimkes Jr. and have lodged him in the common jail of the said County as within commanded.

Dated at Chaska, Minnesota, this 31st day of May 1906

G. A. Gatz  
Sheriff.

State of Minnesota )  
County of Carver ) ss

I hereby certify that I have compared the foregoing with the original entries in my docket and that the same is a full and correct transcript therefrom, and of all the proceedings had before me in said action; together with all the process and other papers relating to the action and filed with me, or had before me therein, are herewith returned and attached, and numbered from 1 to 3 inclusive, and that, together with the foregoing transcript, they contain a full, correct and complete statement of all the proceedings had before me in said action.

Given under my hand this 7th day of July A.D. 1906

*J.D. Krause*  
Justice of the Peace

Given under my hand this 1st day of July, 1906

Notary of the Peace

Subscribed and sworn to before me in said county  
at present of all the proceedings had before me in said matter  
with the foregoing transcript, they contain a full, correct and complete  
true and faithful and unimpaired copy of all the proceedings had  
before me in said matter, and I have compared the foregoing  
transcript with the original and find it to be a true and correct  
copy of the same.

Notary of the Peace

State of Minnesota

Carver County

CARVER COUNTY,

FILED

JUL 9 1906

H. O. Muehlberg, Clerk.

(451)

to the county clerk of said county.



State of Minnesota,

County of Carver

ss.

The Complaint of Charles Liedtke of said County, made before Jacob D. Krause Esq., one of the Justices of the Peace, in and for said County, who, being duly sworn, on his oath, says, that on the <sup>twenty second</sup> ~~twentieth~~ day of May A. D. 1906, at Village of Young-America in said County, John Heimpkes Jr. did commit the crime of rape, committed as follows. The said John Heimpkes Jr. on the <sup>twenty second</sup> ~~twentieth~~ day of May A. D. 1906 at the Village of Young-America said County and State. Did wrongfully and unlawfully, and carnally knowing <sup>and</sup> ~~had~~ sexual intercourse with a female of the age of ten years and upwards; that is to say with one Agnes Liedtke there being, by then and there and against the will and consent of her the said Agnes Liedtke, she the said Agnes Liedtke being then not the wife of the said John Heimpkes jr. and the said John Heimpkes jr. forceable overcoming the resistance of the said Agnes Liedtke to commit the said crime.

against the form of the statute in such case made and provided, and against the peace and dignity of the State of Minnesota, and prays that the said John Heimpkes jr. may be arrested and dealt with according to law.

Subscribed and sworn to before me, this <sup>25th</sup> ~~21st~~ day of May 1906

C. F. Liedtke  
Jacob D. Krause  
Justice of the Peace.

IN JUSTICE'S COURT

County of Carver

THE STATE OF MINNESOTA

—AGAINST—

John Humphreys Rgt

CRIMINAL COMPLAINT

Filed this 28th day of May  
A. D. 1906

Just R. [Signature]  
Justice of the Peace.

351000

#1

CARVER COUNTY,  
FILED

JUL 9 1906

H. O. Muehlberg Clerk.

(451)



State of Minnesota,  
County of Carver } ss.

The STATE OF MINNESOTA, To the Sheriff or any Constable of said County:

Whereas, Charles Liedtke has this day  
complained in writing to me, on oath, that John Heimpkes Jr.  
on the twentieth day of May  
A. D. 1906, at the Village of Young-America in said County, did  
commit the crime of rape, committed as follows. The said John Heimpkes  
Jr. on the twentieth day of May A.D. 1906 at the Village of Young-Ame-  
rica in said County and State. Did wrongfully and unlawfully, ~~and~~ car-  
nally knowing ~~and~~ sexual intercourse with a female of the age of ten  
years and upwards; that is to say with one Agnes Liedtke there being,  
by than and there and against the will and consent of her the said  
Agnes Liedtke, she the said Agnes Liedtke being than not the wife of  
of the said John Heimpkes Jr. and the said John Heimpkes forceable  
overcoming the resistance of the said Agnes Liedtke to commit the said  
crime.

against the form of the statute in such case made and provided, and against  
the peace and dignity of the State of Minnesota, and prayed that the said  
John Heimpkes Jr. ~~might be arrested and dealt with according to law.~~

Now, Therefore, You are commanded forthwith to apprehend the said  
John Heimpkes Jr.  
and bring him before me, to be dealt with according to law. ~~And you are~~  
also commanded to summon

material witnesses in said Complaint, to appear and testify concerning the same.

Given under my hand, this twenty first day of May A. D. 1906.

Jacob O'Rourke  
Justice of the Peace.

State of Minnesota, } ss.  
County of Carr

I hereby certify and return that by virtue of the within Warrant, I have arrested the within named Defendant, and have him now before the Court in custody.

Dated at Nonwood this 31<sup>st</sup> day of May 1906

FEES--Mileage.....Miles, \$.....  
Service, - - - \$.....  
Total, - - - \$.....

G. A. Gatz  
Sheriff Carr Co. Min.

6.65  
399.55



# IN JUSTICE'S COURT

County of Carver

THE STATE OF MINNESOTA

—AGAINST—

John H. H. H. H.

## CRIMINAL WARRANT

Filed this 28<sup>th</sup> day of May  
A. D. 1906

Just. P. H. H.  
Justice of the Peace.

741500

# 2  
CARVER COUNTY,  
FILED

JUL 9 1906

H. O. Muehlberg Clerk  
(451)

State of Minnesota,

County of Carver

ss.

The STATE OF MINNESOTA, To the Sheriff or any Constable, and to the Keeper of the Common Jail of said County:

WHEREAS, John Heimkes jr. was, on the thirty first day of May A. D. 1906, brought before Jacob D. Krause one of the Justices of the Peace in and for said County, charged on the oath of Charles Luedke with having on the twenty seventh day of May A. D. 1906, at Village of Young-America in the said County, committed the crime of rape, committed as follows. The said John Heimkes jr. on the 27th. day of May A. D. 1906 at the Village of Young-America in said County and State. Did wrongfully and unlawfully, carnally know, and have sexual intercourse with a female of the age of ten years and upwards; that is to say with one Agnes Luedtke there being, by then and there and against the will and consent of her the said Agnes Luedtke, she the said Agnes Luedtke being then not the wife of the said John Heimkes jr. and the said John Heimkes jr. forcible overcome the resistance of the said Agnes Luedtke to commit the said crime.

NOW, THEREFORE, You, the said Constable, are commanded forthwith to convey and deliver into the custody of the said Keeper, the body of the said John Heimkes jr.

And you, the said Keeper, are hereby commanded to receive the said John Heimkes jr. into your custody in the said jail, and him there safely keep

until he shall be thence discharged by due course of law.

Given under my hand, this 31st. day of May A. D. 1906

Jacob D. Krause  
Justice of the Peace.



State of Minnesota, } ss.  
County of Carver

I hereby certify that I have this day received into my custody the within named  
John Heimkes Jr. and have lodged him  
in the common jail of the said County, as within commanded.

Dated at Chaska Minn. this 31st day of May 1906  
G. A. Gatz Sheriff.  
By Deputy.

State of Minnesota, } ss.  
County of

I hereby certify that by virtue of the within warrant I have delivered the within named  
to the keeper of the common  
jail of the said County, as appears by his receipt indorsed hereon.

Dated at this day of 1

FEES---Mileage Miles, \$

Committing to prison, - .50

Total, \$

Constable.

# IN JUSTICE'S COURT

County of Carver

THE STATE OF MINNESOTA  
— AGAINST —

John Heimkes Jr.

## COMMITMENT GENERAL FORM

Filed this 9<sup>th</sup> day of May  
A. D. 16  
Just P. Kousse  
Justice of the Peace.

6-99-1000

HV  
CARVER COUNTY,  
FILED

JUL 9 1906  
H. O. Muehlberg Clerk

(451)



State of Minnesota,  
County of Carver.

District Court.  
Eighth Judicial District.

---

The State of Minnesota,  
against  
John Heimkes, Defendant.

---

On this 5th day of March, A. D. 1907, the defendant John Heimkes appeared in open Court with his counsel, and withdrew a plea of not guilty entered by him to the said indictment at the last general term of said Court, and to such indictment entered a plea of guilty as charged therein; whereupon the defendant was duly sworn and examined as follows:

By the Court:

Q. John Heimkes is your true name? A. Yes, sir.

Q. How old are you? A. 23.

Q. 23. You are not a married man, are you? A. No.

Q. Have you any trade or occupation? A. Yes.

Q. What is your trade? A. School teacher in the winter time.

Q. Any other profession, trade or occupation? A. No, sir.

Q. No other profession, trade or occupation. Have you ~~anything~~ ever been found guilty of the commission of any crime before this time? A. No, sir.

Q. Have you anything to say now why sentence should not be pronounced upon you for the crime of indecent assault? A. No, sir.

Mr. Odell made a plea for clemency in behalf of his client, and the County Attorney urged that the punishment be by way of fine.

By the Court: How old was the complaining witness?

By Mr. Odell: She is eighteen, was past sixteen at the time.

By the Court: Well, not knowing the circumstances under which this of-

fence was committed, and hearing the remarks of counsel, I shall be guided solely by their recommendations, and shall not impose a sentence of imprisonment. Now, do you know approximately, Mr. Craven, what the costs are in this case?

By the Clerk: I have it, \$82.85.

By the Court: The charge as set out in this indictment is a very serious one, and at this time I am not prepared to determine the circumstances under which it was committed; but in view of the fact that the defendant has seen fit to interpose a plea of guilty to such indictment, I cannot, and would not be justified, in imposing a nominal fine.

IT IS ADJUDGED, DETERMINED AND DECREED, That you, John Heinkes, are guilty of the crime of indecent assault as charged in the indictment so found against you by the Grand Jury of this County at the September, 1906, term of this Court, and as a punishment for said crime you pay the sum of \$200.00, or be committed to the county jail for a period not to exceed eight months.



State of Minnesota, District Court  
County of Carver. { 8th Judicial District.

It being made to appear to  
the satisfaction of the Judge of said  
Court that one John Heinke, Jr.  
is confined in the County Jail of  
Carver County on a charge of rape  
and has duly made application  
to this Court for bail.

Ordered that a Special Term  
of the District Court be held in  
and for the County of Carver on  
the 11th day of June A.D. 1906, at the  
Court House in the City of Chaska,  
Carver County Minnesota, for the  
hearing of said application and for  
the transaction of such other business  
as may properly come before the Court  
at Chaska this 11th day of June,  
A.D. 1906.

W.D. Morrison  
Judge of said Court

The defendant John Heinke, Jr.  
on this 11th day of June A.D. 1906, at  
a Special Term of the District  
Court duly held in and for said County  
appeared in Court and made application  
for bail, he being confined in the  
County Jail on a charge of rape.

Said application was heard  
and the amount of bail was fixed  
at the sum of Two Thousand Dollars.

1 The defendant offered Henry  
2 Heinke, Henry Buscher and  
3 John Hussman as sureties who  
4 justified in open Court for the  
5 full amount of said bond and  
6 duly executed the same.

7 Ordered that said John Heinke  
8 be released from custody under  
9 the conditions stated in said bond  
10 and at Chaska this 11th day of June  
11 A. D. 1906.

12 R. Morrison  
13 Judge of said Court  
14  
15  
16  
17  
18



Order

CARVER COUNTY,  
FILED

JUN 11 1906

H. O. Muehlberg

(457)

DISTRICT COURT,  
Eighth Judicial District.

**State of Minnesota,** **Plaintiff**  
**against**  
**John Heinke, Jr.,** **Defendant.**

State of Minnesota ss.  
County of Carver.

We, John Heimkes, Jr. as principal, and W. H. H.

Henrickes, Henry Buescher and John Hermann as sureties jointly and severally acknowledge ourselves to owe and be indebted unto the State of Minnesota in the sum of Two Thousand (\$2000 or) 1 Dollars, lawful money of the United States of America, to be levied of our several <sup>1</sup> respective goods and chattels, ands and tenements, to the use of said State, if default be made in the conditions following, to wit:

The conditions of this obligation is such, that whereas the said John Heimkes, Jr has been arrested by virtue of a warrant issued by Jacob D. Krause, Esq., a justice of the peace in and for said County of Carver, charging the said John Heimkes, Jr. with having on the 28th day<sup>b</sup> of May A.D. 1908

Young America in said Carver County, ~~affording~~ committed the crime of Rape upon the person of one Agnes Luedtke therebeing, which said warrant and complaint therein is hereby referred to and made a part of this recognizance; and whereas, the said John Heimkes Jr on the 31st day of May 1906 before the said Justice at the preliminary hearing upon said charge of Rape expressly waived all preliminary examination in said Justice Court and asked to be committed to the jail of said County on said charge there to await the further action of this honorable Court; and whereas on the said 1st day of May 1906 before said Magistrate aforesaid and upon said charge having committed the crime of Rape as aforesaid he, the said John Heimkes, Jr was duly committed to the County Jail of said Carver County there to remain until he shall thence be discharged by due course of law; and whereas thereafter the said John Heimkes Jr. duly made application for bail before the Honorable P.W. Morrison Esq., Judge of the District Court of said County. and thereafter such steps were duly and legally taken whereby the said Judge of said District Court duly and legally fixed the amount of and accepted this recognizance and bond



NOW THEREFORE, If the above bonden John Heimkes, Jr. shall personally be and appear before the next general term of the District Court aforesaid to be held in and for said County of Carver, appointed by law to be held at the Court House in the City of Chaska Minnesota on the 24 day of September 1906, and if the said John Heimkes, Jr. shall personally be and appear before said Court at the opening of said term of Court on the said 24th day of September 1906 and shall remain in attendance from day to day of said term, and from term to term and from day to day of each term of said Court thereafter, then and there to answer to an indictment to be preferred against him for the above mentioned offense, and to do further and receive what shall by the said Court be then and there enjoined upon him, and shall not depart the said Court without leave duly granted, then this obligation shall be void; otherwise to remain in full force and effect.

Signed Sealed and Delivered in presence of

R.R. Curran  
G. A. Gatz

John Heimkes Jr. (Seal)  
Henry Heimkes, Jr. (SEAL)  
Henry Bruescher (SEAL)  
John Hermann (SEAL)

State of Minnesota

ss

County of Carver

Be it known that on this 11th day of June

A.D. 1906, came before me personally in Court, John Heimkes, Jr., Henry Heimkes  
Henry Bruescher and John Hermann each to me well known to be the same persons who executed the foregoing bond, and each severally acknowledged the same to be his free act and deed

R.R. Curran  
Judge of 8th Judicial District

State of Minnesota

County of Carver

Henry Heimkes Henry Bruescher and John Hermann

do each doth say, each for himself, that he is one of the sureties above named; that he is a resident and freeholder of and in the state of Minnesota, and worth the sum of Two Thousand (\$2000 00) Dollars, specified in the foregoing bond above his debts and liabilities and exclusive of his property which is exempt from execution

Subscribed and sworn to before me this 11th day of June 1906

Judge and R.R. Curran

Henry Heimkes, Jr.  
Henry Bruescher  
John Hermann

3.

The foregoing and hereto annexed recognizance and the sureties there-  
on are approved by me this \_\_\_\_ day of June A.D. 1906. Done in open Court.

Judge of District Court  
8th Judicial District, Minn.



STATE OF MINNESOTA,

County of

*Cass*

*Visiting*

COURT.

*State of Minnesota*  
Plaintiff.

vs.

*John H. Kempas Jr*  
Defendant.

*Recognizance*

Due and personal service of the within

is hereby admitted

this day of

A. D. 1906

Attorney for

*of the within bond and  
all the parties therein  
are hereby approved this  
11th day of June 1906.*

Attorney for

*George J. Bell*

Minn.

C. F. GREENWOOD, MANKATO, MINN

*Filed with the Court  
11th day of June 1906*

(451)

ss.

State of Minnesota,

County of

CASS COUNTY,

FILED

11 1906

*H. O. Muehlberg*

being first duly sworn, deposes and says, that at the  
in said County and State, on the day of  
within upon  
the therein named, personally, by  
with said leaving  
at the house of the usual abode of said a person of suitable  
age and discretion, then resident therein, a true and correct copy of said  
that said is to affiant well known to be the same  
as the within named

J. D. KRAUSE, Postmaster.

FLORENCE M. PARKINS, Asst. P. M.



Justice of the Peace and Notary Public

NORWOOD, MINN. September 10th. 1906

Friend H.O.Muehlberg

I am under the impression that when I transcribed the case of "State of Minnesota Against John Heimkes" to the District Court that I forgot to mention the Justice as well as the Constable fees, the same are as follows.

Justice fees		Constable fees	
Oath to complainant	15	Serving 3 subpoena's	45
Complaint, 3 folios	45	Milage, 2 miles	20
Warrant	25		<u>65</u>
Docket entries 3 folios	45		
Filing 3 papers	15		
tion of costs	15		
script of proceeding			
istrict Court	2.00		
	<u>3.60</u>		

The three subpoena's were issued under the expres request of our ty Attorney and were served by Martin Morrison as constable, but as the oner vaived a hearing before me and was committed to the District Court, I forgot to make mention of the subpoena's in my Docket; you will notice that I made no charge in the list of my fees for the three Subpoena's, for the reason that my transcript to the District Court does not show that the were issued, but as the constable requests his fees I wish you would me to it that we get what is due us.

Very Respectfully yours



No. 7. 3035

# DISTRICT COURT

CARVER COUNTY, MINNESOTA

Ferdinand A. Buelow  
Plaintiff

Town of Laketown  
Defendant

Snyder & Gale  
Plaintiff's Atty.

J. F. Cravin & Odell & Odell  
Defendant's Atty.

Date of Entry..... 190  
Register of Actions, D. Page 452  
Term Tried September Adj. 1906  
Judgment for Plaintiff  
Amount of Judgment, \$ 120.33  
Date of Judgment June 10<sup>th</sup> 1907  
Judgment Book D. Page 246-7  
Default Judgment Book — Page —  
Date of Docketing June 10<sup>th</sup> 1907

**COURT.**

(NOTE—Write FIRM name in title. Write NAMES of both Plaintiff's and Defendant's Attorneys.)

No. 7.

District Court,  
*Carver*  
HENNEPIN COUNTY.

*Ferdinand A. Queler*

AGAINST

*Town of Laketown et al*

**NOTE OF ISSUE.**

*Snyder & Sale*  
Attorney for Plaintiff.  
*J. F. Craven & O'Neil & O'Neil*  
Attorneys for Defendants

Will the clerk please file this note of issue  
and enter the cause on the *General* Term  
Calendar of said Court for the *24* day  
of *September* 190*6*

Yours, etc.

*Snyder & Sale*  
Attorney for *plb*

LAST PLEADING SERVED

*July 2<sup>nd</sup> 1906*





CARVER COUNTY,  
FILED

JUL 9 1906

H.O. Muehlberg, Clerk.

(452)

STATE OF MINNESOTA, } ss.  
COUNTY OF CARVER.

DISTRICT COURT, No. 2416  
EIGHTH JUDICIAL DISTRICT.

THE STATE OF MINNESOTA

TO *Elmer J. Riets*

In the name of the State of Minnesota, we command you, that all business and excuses being laid aside, you, and each of you, appear and attend before the Judge of the said Court, at a Court to be held in the Court House in Chaska, in and for the County of Carver, on the *10<sup>th</sup>* day of *October* *1906* A. D. *189* at *9* o'clock in the forenoon, to testify in a certain action now pending in the District Court, then and there to be tried, between

*Ferdinand A. Buelow* plaintiff....., and  
*Town of Laketown et al* defendant..... on

the part of the *Defendant* and remain in attendance till said cause is disposed of; and for failure to attend you will be deemed guilty of contempt of Court, and liable to pay all loss and damages sustained thereby to the party aggrieved.

WITNESS The Hon. *P. W. MORRISON*, Judge of said Court, at Chaska,  
this *10<sup>th</sup>* day of *October* *1906* A. D. *189*

Seal

*H. O. Muehlberg* Clerk.  
Attorney.



STATE OF MINNESOTA, }  
CARVER COUNTY. } ss.

DISTRICT COURT,  
EIGHTH JUDICIAL DISTRICT.

I HEREBY CERTIFY And return that I served the within Subpoena on the within named  
Elmer J. Rieck by reading said Subpoena to him in his  
presence, in County and State aforesaid, on this 10 day of October 1896

Henry Rieck  
~~Sheriff of Carver County.~~

Fees

By

Deputy Sheriff

No. 2416

**DISTRICT COURT,**  
EIGHTH JUDICIAL DISTRICT.

STATE OF MINNESOTA,  
COUNTY OF CARVER.

*Ferdinand A Buelow*

AGAINST

*Town of Laketown et al*

**SUBPENA.**

Issued *October 10* ~~189~~ *1906*

*H. O. Muehlberg*  
Clerk District Court.

RETURNED AND FILED

*October 10<sup>th</sup> 1906*  
*H. O. Muehlberg* Clerk.

On part of *Spelt.*



State of Minnesota, County of Carr Town of Laketon ss:

of said ~~road~~, which said ~~road~~

..... is set forth and described in the foregoing Supervisors' Order, made by us, and,

Whereas, a part of the damages sustained by reason of the laying out <sup>and opening</sup> ~~and opening~~ said ~~road~~ <sup>highway</sup> has been ascertained by the agreement of the owners of the lands through which said ~~road~~ <sup>highway</sup> passes, with us, and a part of the owners of the said lands have in writing released all claims to damages; but not being able to agree with the owners of the following described lands, claiming damages by reason of said highway passing through, and the owners of some of the said lands being unknown, we have assessed the damages to each of such individual claimants with whom we could not agree, and awarded damages to the owners of such lands through which such highway passes as are unknown, at what we deemed just and right; taking into account and estimating the advantages and benefits the road will confer on the claimants and owners, as well as the disadvantages. We have assessed and awarded damages as follows:

And in case of the following lands and claimants for damages, we estimate that the advantages and benefits said <sup>Ditch</sup>road will confer on them are equal to all damages sustained by them by reason of laying out <sup>the opening of</sup> said <sup>Ditch</sup>road, to wit:

OWNERS OF LANDS	DESCRIPTION OF LANDS	SECTION	TOWN	RANGE
Hyndrichs and ditcher				
out of those who are long				
on the lake in sec 10, 11, 14, 15				
George and Walter	W 1/2 of N 1/2 sec 14	14	116	24
George Fink	Lot 2	14	"	"
P. R. H.	Lot 6 in part	10	"	"
W. C. Holtmann	Lot 8 and on a in Lot 5	10	"	"
Ermy Jensen	Lot 4 and 6	11	"	"
"	Lot 1 and 7	10	"	"
"	Lot 2	11	"	"
Frank Pearson	600 in Lot 4 and 5	10	"	"
of the other	Lot 6 in part sec 10 and N 1/2 of N 1/2	15	"	"
Christ Fink	Lot 2 and 3 sec 10 and 4 in	9	"	"
Wm C. Holtmann	W 1/2 of N 1/2 sec	10		

Given under our hands, this Second day of April A. D. 1906

Michael Dierthelm  
George Fick

### Supervisors

# OWNERSHIP AND DESCRIPTION OF LANDS AS GIVEN IN THE PETITION

OWNERS OF LANDS	DESCRIPTION OF LANDS	SECTION	TOWN	RANGE
W. H. Holtmeier	400 in No 4	9	116	24
" " "	W 2 of N 3 1/4	10	"	"
" " "	1000 in Lot 4	10	"	"
Christ Fink	Lots 2 and 3	10	"	"
Henry Gerdsen	Lots 1 and 7	10	"	"
" " "	Lots 2 and 3	11	"	"
A. Frank Pearson	600 in Lots 4 and 5	10	"	"
J. H. Holtmeier	Lots 4 and 6	11	"	"
Edmund Salter	W 1/2 of No 4	14	"	"
George Fink	Lot 6 in part	10	"	"
" " "	Lot 2 and 3	14	"	"
Fred Hedtke	Lot 6 in part	10	"	"
" " "	W 1/2 of No 4	15	"	"
Harry Ritz	Lot 8 in part in Lot 5	10	"	"

The names of the Petitioners, the places where, and the time when the copies of the Petition and of the Supervisors' Notice of Hearing were posted; and the names of persons served with the Supervisors' Notice, and how served (personally or "by copy"), are as follows, viz:

NAMES OF PETITIONERS	PETITION AND NOTICES, WHEN AND WHERE POSTED	SUPERVISORS' NOTICE, ON WHOM SERVED	HOW SERVED
Fred Hedtke	On at most public places as follows.	Fred Hedtke	By
J. H. Holtmeier	Kellers corner	J. H. Holtmeier	Supervisor
Geo Fink	Kellers corner	Geo Fink	Michael
Henry Gerdsen	School-house No 18	Henry Gerdsen	Dithelm
Frank Pearson		Frank Pearson	
Christ Fink		Christ Fink	
William Holtmeier		William Holtmeier	
Harry Ritz		Harry Ritz	
		Edmund Salter	

Leffs Ex ①



State of Minnesota, County of CarrTown of Lakewood SS:

Whereas, Upon the petition of Eight legal voters who own real estate or who occupy real estate under the homestead or pre-emption laws of the United States, or under contract from the State of Minnesota, within two miles

\* Ditch of the road proposed in said petition to be Laid out; which said petition was filed with the Town Clerk previous to the time of posting copies thereof, and copies of said petition having been first duly posted up in three of the most public places of said Town, at least twenty days before any action was had in relation thereto, proof of which posting was duly shown to us by affidavit, which

said proposed Township Ditch is set forth and described in said petition as follows, viz: Beginning at a point in the North and South center line of section fourteen, sixty four rods and four feet south of the North West cor of the North East quarter sec 14 Town 116 north range 24 West Thence at right angles east one rod to a point. The place of beginning of the ditch Thence west one rod to said center line to a point. Thence west thirty rods, one half rod to a point in center of creek in North West 1/4 sec 14. The ditch from place of beginning to this point shall be 4 feet wide. Thence down stream of said creek to the ground against the road being a north westerly direction. Thence in said NW 1/4 sec 14 Thence through said Lake to the narrowest part of the stream. Thence north west through said Lake to the out let thereof in NW 1/4 sec 17. Thence down stream of the creek being a north westerly to section line between sec 9 and 10. Thence following the course of said creek south west to a point in the center of creek being the terminus of the ditch. The terminus being at a distance of 16 rods and 62 feet west of a point in the section line between sec 9 and 10. The last named point being at a distance of sixty rods south of corner between sections 3, 4, 9 and 10.

And Whereas, Upon receiving said petition, we did, within thirty days thereafter, make out a notice and fix therein a time and place at which we would meet and decide upon said petition, to-wit: On the Second day of April A. D. 1906

causing copies of such notice to be posted in three public places in said Town, at least ten days previous to such meeting; and having met at such time and place as above named in said notice, and being satisfied that the applicant had, at least ten days previous to said time, and said notice of time and place of hearing to be given to all the occupants of the land through which such highway might pass, by giving the same personally or by copy left at the usual place of abode of each of said occupants, proof of which was shown by affidavit, we

proceeded to examine personally such highway, and heard any and all reasons for or against the Laying out of the same, and being of opinion that such Township Ditch was necessary and proper, and that the public interest would be promoted thereby, we granted the prayer of said petitioners and determined to Laid out said Ditch, and caused a survey thereof to be made according to the report and plat herewith accompanying, the description of which as so

is as follows, to-wit: Beginning and running as describing above and in the Petition

It is Therefore Ordered and Determined, That a Ditch be, and the same is hereby Laid out

and established according to the description last aforesaid, and the report and plat herewith accompanying, which is hereby made a part of this Order, and it is declared to be a public highway Township ditch eight feet wide,

the said description above given being the center of said Ditch in NW 1/4 sec 14 shall be 4 ft wide. Except the 3/4 rods between place of beginning and the creek in NW 1/4 sec 14 shall be 4 ft wide.

Given under our hands, this

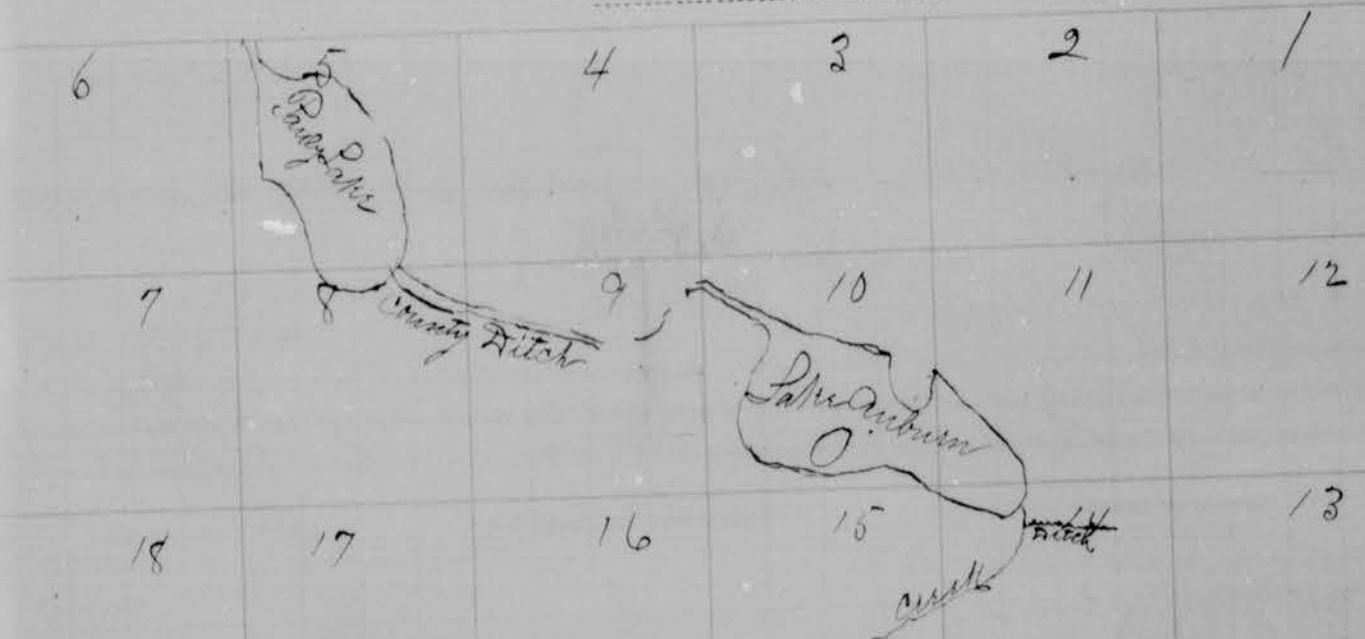
Second day of April A. D. 1906

Michael Dirtheim  
George Fick

Supervisors.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1\_\_\_\_\_

\_\_\_\_\_  
Surveyor.





(Copy) ~~Ditch~~  
Supervisors' ~~Road~~ Order

Filed this 5 day of April  
A. D. 1906

*H. R. Bell*

Town Clerk.

The within Road Order, together with  
the Award of Damages, was recorded by  
me the \_\_\_\_\_ day of \_\_\_\_\_, 1\_\_\_\_\_,  
in the Road Record Book of the Town, and  
then sent by me to the County Auditor, to  
be filed and preserved by him.

Town Clerk.

Office of County Auditor,

*I hereby certify that I have  
examined the within instrument  
and compared it with the original  
filed this \_\_\_\_\_ day of \_\_\_\_\_,  
1\_\_\_\_\_, at \_\_\_\_\_ M., in this office.  
According to my best knowledge  
and belief I am satisfied*

The Town Clerk must not record this order within three  
days after filing, and not then, if an appeal has been taken,  
until the order is confirmed on appeal. But if no appeal is  
taken, or if on appeal this order is confirmed, it, together with  
the award, must be recorded and then transmitted to the  
County Auditor, to be filed and preserved by him.  
TAKE NOTICE—General Laws 1885, Chapter 29, as amended  
General Laws 1893, Chapter 169 allows "eight legal voters who  
are freeholders and residents of the town within three miles of  
the road" to sign the petition. When such persons sign the  
petition it must be so stated on the blank line left for that  
purpose after the \* in the following blank "Supervisors' Road  
Order" and the "Award of Damages."

Entered according to Act of Congress in the year 1880, by  
WALTER S. BOOTH,  
In the office of the Librarian of Congress at Washington

State of Minnesota ) ss.  
County of Carver, )

I hereby certify and return, That at the Town of Laketown in the County and State aforesaid on the 16th day of June A.D. 1906. I served the Summons and Complaint hereto attached upon the within named town of Laketown one of the defendant's therein named, by then and there personally handing to and leaving with one Henry Riets, then and there the acting Chairman of the Board of supervisors of said town of Laketown, a true copy of said Summons and Complaint.

I further certify and return, that on the same day at the Town of Laketown County and State aforesaid, I served the Summons and Complaint hereto attached upon Michael Diethelm, one of the defendants therein named personally, by then and there leaving a true and correct copy of said Summons and Complaint at the house of the usual abode of said defendant, with a person of suitable age and discretion then resident therein, to-wit: with Mrs Michael Diethelm, wife of said defendant.

I further certify and return, that on the same day Town County and State aforesaid, I served the Summons and Complaint hereto attached upon Henry Riets and George Pick two of the defendant's therein named, by then and there handing to and leaving with them and each of them personally a true and correct copy of said Summons and Complaint.

Dated this 21st day of June 1906.

Sheriff's fee return .....\$4.00  
" Mileage .....\$2.60

*Paid*

.....*L. A. Gatz*.....  
Sheriff of Carver County Minnesota



STATE OF MINNESOTA,  
COUNTY OF CARVER.

DISTRICT COURT,  
EIGHT JUDICIAL DISTRICT.

-----X  
Ferdinand A. Buelow - - - - Plaintiff, X  
X  
X

-vs- X

Town of Laketown, Henry Rietz, Michael X  
Diethelm and George Fick - - Defendants. X  
-----X

C O M P L A I N T.

Now comes Ferdinand A. Buelow, plaintiff in the above entitled action, and for his bill of complaint and cause of action against defendants above named alleges,-

1st: That plaintiff has been for many years last past, and was at all the times hereinafter set forth and now is, the owner in fee simple and in possession of certain lands situated in said County and State, more particularly described as the south one hundred acres of the Northeast quarter (NE 1/4) and the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section nine (9), Township one hundred and sixteen (116), Range twenty-four (24); that plaintiff has at all said times and does now reside upon said land and cultivates same as his farm and homestead; that a certain portion of said land, to-wit: forty-five (45) acres in all more or less, consists of meadow and hay land from which plaintiff has for many years last past and up to the time of defendants' wrongful acts hereinafter set forth, cut and obtained annually a large and valuable crop of grass and hay, and which he has also used as a valuable pasturage and feeding ground for cattle during all said times; that plaintiff has in times past and prior to the wrongful acts of defendants hereinafter set forth, ditched or caused to be ditched said meadow land at great expense, and had instituted and placed thereon a system of ditches and drainage, also at great expense, whereby said meadow land became and was of great value and utility to said plaintiff in the conduct of his said farm, and of

necessity in the profitable carrying on of said farm.

2nd: That from time immemorial there has existed a certain creek or natural water course running through said meadow land and through plaintiff's other land included in said farm above described, known as Six Mile Creek, carrying off and draining the surplus waters from said meadow and plaintiff's farm generally; that said creek starts or has its origin in the Northwest quarter (NW 1/4) of Section ten (10) in said township and range, at a certain body of water known as Lake Auburn, of which said lake said creek is the outlet thereof; that said creek from said lake flows in a northwesterly direction a distance of two hundred rods more or less to the section line between said sections nine (9) and ten (10), at or near which point said creek then enters the land of plaintiff herein and flows thence in a westerly and southwesterly direction through and across plaintiff's said land hereinabove described, and thence from plaintiff's land westerly and northwesterly a distance of two hundred and fifty rods more or less to and into Parley Lake, so called, situated in sections five (5) and eight (8) in said township and range; that said creek or water course from its origin at said Lake Auburn to plaintiff's land runs a distance of two hundred rods more or less in part through one or more small meadows and in part through and across one or more natural benches or water-sheds consisting of considerable elevations of hard land, and that said stream from time immemorial prior to the wrongful acts of defendants hereinafter set forth has had during said distance but slight fall and pitch, so that its current during all said distance has at all said times been slow and sluggish; that its width during all said distance was at all said times averaged only from three feet to seven feet, and its depth only from two to three feet; that immediately upon entering plaintiff's said land said stream traverses a small low meadow, a part of plaintiff's said farm, comprising two or three acres more or less known as the "upper meadow", but that commencing in said meadow and for considerable distance beyond said stream has at all said times had



a steep fall with rapid current to and through a short ravine out on to and across plaintiff's remaining meadow land known as the "lower meadow" comprising forty-two or forty-three acres more or less; that said "lower meadow" is at a considerable lower elevation than the waters in said Lake Auburn, to-wit: seven feet more or less, and that said stream falls a distance of seven feet more or less, from said Lake to said "lower meadow", the greater part of which fall has always been from time immemorial, until defendants wrongful acts hereinafter set forth, on plaintiff's own land as hereinabove set forth; that after entering said "lower meadow" land said stream from that point on to said Parley Lake is a meadow stream with but sluggish current and small pitch.

3rd: That said Lake Auburn hereinabove described has been from time immemorial and was at all the times herein set forth and now is, a large natural body of open water comprising six hundred acres more or less in extent and varying in depth from twenty-five to eighty feet; that it was at all said times and now is the natural reservoir and basin of a large surrounding water-shed and fed not only by the surface waters but by numerous and divers inlets and creeks; that its shores were at all said times and now are in part marshy and in part hard and clean with sand beaches; that it was at all said times and now is free from reeds, except along some of its shores, navigable and full of fish and much resorted to for the purpose of pleasure boating and fishing; that it is a meandered lake according to the government survey thereof and that the height of water on its shores, prior to defendants wrongful acts hereinafter described, varied but little from year to year or season to season.

4th: That during the month of April, 1908, defendants above named and each of them, without the consent of plaintiff, wrongfully and unlawfully dug and excavated or caused to be dug and excavated ~~or caused to be dug and excavated~~ said creek connecting said Lake Auburn with plaintiff's land, and widened and straightened the same and lowered and excavated the bed and bottom thereof by removing the earth

therefrom along the whole course of said stream from said Lake Auburn up to the line of plaintiff's said land; that defendants so widened said channel along said course to an average of twice the former and natural width thereof, and so lowered said bed and bottom of said channel to an average of three to four feet deeper than the same existed naturally prior thereto; that defendants so deepened and widened said channel of said stream for the purpose and with the intent to partly drain off and permanently lower the waters of said Lake Auburn to a point below that at which the waters would ordinarily stand and did naturally stand before defendants wrongful acts, in order thereby to reclaim and drain certain marshy lands bordering on said Lake then and there owned by certain of the defendants above named and other persons residing on or near said lake; that by reason of said defendants' wrongful acts hereinabove described, the waters in said lake were so lowered two feet more or less at once upon the making of such excavation, and that said surplus waters of said lake were discharged with great rapidity and volume upon plaintiff's said farm and meadow lands by reason of such excavations, and that said meadow lands were then and there by reason thereof wholly overflowed and covered with water, mud and slush, and the hay and grass then growing and beginning to grow thereon were wholly destroyed and said meadow land rendered unfit for growing hay thereon and unfit for pasturing cattle thereon during the entire seasons of 1906 and 1907; that prior to said inundation arising from defendants' said wrongful acts said meadow lands were dry and fit for growing hay or grass thereon and fit for pasturage, and would have at all times so remained if they had not been so injured and destroyed by reason of defendants' said wrongful acts; that by reason of said acts said waters have poured and do now pour and will continue to pour down and upon plaintiff's said lands from said Lake Auburn with greatly increased rapidity and with greatly increased volume, to-wit: with two to three times the volume that they did naturally prior to defendants' said wrongful acts, and that the natural channel of said creek over and across



plaintiff's said lands has been and is and will remain wholly insufficient to hold or conduct off said increased volume of water, and that the same necessarily overflows and will continue to overflow the banks and bed of said creek and spread and inundate over the whole of said meadow land as hereinabove set forth; that said lake has no other outlet and that the said lowering, straightening and widening of said outlet channel by defendants hereinabove set forth and the said channel as it now exists, will cast upon plaintiff's said lands all the surplus waters so drained off from said lake below the natural level thereof, which otherwise would have remained therein, except in so far as they might have become lost by evaporation or percolation, and will permanently overflow and injure the same.

5th: That plaintiff has requested and demanded of defendants that they cease to maintain such deepened and enlarged water-course, but they and each of them have refused so to do, but on the other hand threaten and declare that they will continue and maintain such water-course in its said deepened and enlarged condition and will continue to drain said Lake Auburn and throw the said surplus waters thereof below the normal and natural level of said lake, upon and through plaintiff's said land, and that defendants further threaten and declare that they will connect said Lake Auburn with other meandered and permanent water-courses above and running into said Lake Auburn, whereby the waters now cast wrongfully upon said plaintiff's land would still further be increased; that the injury and wrong to plaintiff's said land is great and irreparable and that no adequate remedy exists at law in behalf of plaintiff herein.

6th: That on account and by reason of said damage to the growing grass and hay hereinabove in paragraph 4th described, and the injury and destruction of the pasturage thereon by reason of defendants wrongful acts hereinabove described, this plaintiff has been already damaged in the whole sum of One Thousand Dollars, and that the value of said grass and hay then growing on said land and the right of pasturage thereon, was then and there at the time of such destruction of the value

of One Thousand Dollars; that the rental value of said meadow lands for said seasons of 1906 and 1907 was the sum of One Thousand Dollars, which said rental value plaintiff has wholly lost by reason of defendants said unlawful acts.

7th: That defendant town of Laketown is a body politic and corporate organized and existing under and by virtue of the Statutes of Minnesota, and one of the towns of said Carver County, and in the limits of which said town all said lands and lakes hereinabove described are situated.

WHEREFORE, plaintiff prays for decree and judgment against defendants and each of them, as follows: that the defendants and each of them and each one of the servants, agents and employees of each of said defendants, be perpetually restrained and enjoined; (a) from in any way or manner draining or causing to flow into, over or upon any of the said lands of the plaintiff, any of the waters of said Lake Auburn, that did not naturally so flow thereon before the said wrongful acts of defendants hereinabove described; (b) from draining or causing or permitting to flow any increase of the waters of said lake through or upon the said lands of the plaintiff through the said creek or outlet extending from said lake to the lands of said plaintiff caused by the deepening, widening, straightening or enlarging of said outlet; (c) from maintaining the said last named deepening, widening, straightening or enlargement of said outlet:

2nd: that the defendants and each of them be required by the mandatory injunction of this court to fill up and restore said last named outlet or creek to the same condition, size, width, capacity and depth as such were or existed naturally prior to the said wrongful acts of defendants hereinabove described, and to prevent the flowing through of any of the waters of said lake that did not naturally so flow through prior to such acts:

3rd: that the defendants and each of them, and the servants, agents and employees of each of them, be restrained and enjoined during



the pendency of this action, from the commission of, and the defendants be required to perform within ten days after the service upon them of this temporary writ of injunction, all and any of the acts aforesaid as to which a permanent injunction is hereinbefore prayed for:

4th: that the plaintiff recover of the defendants and each of them the sum of One Thousand Dollars (\$1000.) as his damages aforesaid, together with plaintiff's costs and disbursements herein:

5th: that plaintiff have such further and other relief as may seem just and equitable.

Dated June 15th, 1906.

*Snyder & Gale*

Attorneys for Plaintiff,

701 New York Life Building,  
Minneapolis, Minn.

State of Minnesota,  
COUNTY OF HENNEPIN.

SS.

Ferdinand A. Buelow being first duly sworn  
upon oath says that he is the plaintiff in the  
foregoing within entitled action; that he has heard read the foregoing Complaint  
that the same is true of his own knowledge, except as to those matters therein stated on information  
and belief, and as to such matters he believes it to be true to the best of his knowledge, information  
and belief, and that the reason why this verification is not made by the  
herein, is that said  
is absent from this County, wherein resides this affiant,  
attorney

Subscribed and sworn to before me this

15<sup>th</sup> day of June A. D. 1906  
Edward C. Gale  
Notary Public, Hennepin County, Minnesota.

My Comm. Expires March 11-1907

NOTARIAL  
SEAL.

State of Minnesota,  
Carver  
HENNEPIN COUNTY.

District- COURT.

Eight JUDICIAL DISTRICT.

Ferdinand A. Buelow

against  
Town of Lake Town, Henry Riets,  
Michael Diethelm and George Fick  
plaintiff.  
defendants.

SUMMONS.

The State of Minnesota to the above named Defendants :

You and each of you are hereby summoned and required to answer the complaint of  
the Plaintiff in the above entitled action, which complaint is hereto annexed and herewith served upon  
you has been filed in the office of the clerk of said  
Court, at the City of Minneapolis, County of Hennepin and State of Minnesota, and to serve a copy of  
your answer to the said complaint on the subscribers at their office, in the City of Minne-  
apolis, in the said County of Hennepin within twenty days after service of this summons upon  
you exclusive of the day of such service; and if you fail to answer the said complaint within the time  
aforesaid, the plaintiff in this action will apply to the Court for the relief demanded in said com-  
plaint have the amount Plaintiff entitled to recover, ascertained by the Court or under  
its direction, and take judgment for the amount so ascertained take judgment against you for the  
sum of Dollars, (\$ )  
with interest at the rate of per cent. per annum since the day of 1906

together with Plaintiff's costs and disbursements herein.

Dated

June 15<sup>th</sup> A. D. 1906

Snyder & Gale  
PLAINTIFF'S ATTORNEYS  
MINNEAPOLIS, MINN.

701 New York Life Bldg



Original.

STATE OF MINNESOTA,  
COUNTY OF HENNEPIN. *Cover*

*District* Court.

*Ferdinand A. Buelow*  
plaintiff

vs.

*Town of Laketon et al.*  
defendants.

*Summons and Complaint*

Due and personal service of the within  
GARVER COUNTY, admitted

FILED  
this day of  
JUL 9 1906

*H. O. Marshall* clerk.

*Myself*  
~~EDWARD C. GALE,~~

701 309 N. Y. Life Building.

Attorneys for *plaintiff*  
Minneapolis, Minn.

Goodyear Book Co., Minneapolis.

(452)

STATE OF MINNESOTA

County of Carver

DISTRICT COURT

Eighth Judicial District

-----::-----  
Ferdinand Buelow

Plaintiff

vs

Town of Laketown, Henry Rietz, Michael  
Diethelm and George Fick

Defendants.  
-----::-----

Come now said defendants and for their answer in the above entitled action respectfully state and show to the Court:

(1). They admit that plaintiff is and for many years past has been in possession of the lands and premises mentioned and described in paragraph 1 of the complaint, and that he resides upon and cultivates the same as his farm and homestead, and they admit, upon information and belief, that he is the owner in fee thereof.

(2). They admit that lying in Sections 10, 11 and 14 of the Township of Laketown in said County and State is a lake known as Lake Auburn which contains an area of several hundred acres and is a meandered lake according to the government survey thereof, and that the out-let from said Lake flows through the land and premises so occupied by said plaintiff.

(3). They admit that defendant Town of Laketown is a body politic and corporate, duly organized and existing as in said complaint stated, and that the lands and lake mentioned in said complaint are situated within the limits of said Town.

(4). They deny the complaint and each and every allegation thereof save only such parts and portions of said complaint as are herein expressly admitted to be true.

Wherefore defendants demand judgment that plaintiff take nothing by this action and for their costs and disbursements herein.

J. F. Craven and Odell & Odell  
Attorneys for Defendants,  
Chaska, Minn.



State of Minnesota,  
County of Cass } ss.

Henry Riety being first duly sworn  
upon oath says that he is one of the defendants in the  
foregoing within entitled action; that he has heard read the foregoing answer  
that the same is true. of his own knowledge, except as to matters  
therein stated on information and belief, and as to such matters he believes it to be true ~~to the best of~~  
~~his knowledge, information and belief, and that the reason why this verification is not made by the~~  
~~herein is that said~~ is absent from  
this County wherein resides this affiant, his attorney.

Subscribed and sworn to before me this 30th day of June 1906  
{ NOTARIAL }  
{ SEAL } W. F. Odell

Notary Public. Cass County, Minnesota.  
My Commission expires July 18, 1907.

State of Minnesota, } ss. Court,  
County of \_\_\_\_\_

against

Plaintiff.

SUMMONS.

Defendant.

The State of Minnesota to the above named Defendant:

You are hereby summoned and required to answer  
the Complaint of the Plaintiff in the above entitled action, which complaint is hereto annexed and here-  
with served upon you, and to serve a copy of your answer to the said complaint on the subscriber, at  
office,

in the \_\_\_\_\_ of \_\_\_\_\_, in the said County of \_\_\_\_\_

within twenty \_\_\_\_\_ days after service of this summons upon you, exclusive of the day of such  
service, and if you fail to answer the said complaint within the time aforesaid, the plaintiff in this  
action will apply to the Court for the relief demanded in said complaint—have the amount Plaintiff  
entitled to recover, ascertained by the Court or under its direction, and take judgment  
against you for the amount so ascertained—take judgment against you for the sum of \_\_\_\_\_

Dollars, (\$ \_\_\_\_\_)  
with interest at the rate of \_\_\_\_\_ per cent. per annum since the \_\_\_\_\_ day of \_\_\_\_\_ 190 \_\_\_\_\_

together with Plaintiff's costs and disbursements herein.

Dated \_\_\_\_\_ 190 \_\_\_\_\_

Plaintiff's Attorney.

ORIGINAL,

State of Minnesota,

County of Carver

District Court.

Ferdinand L. Buelow  
Plaintiff,

vs.

Town of Laketown et al  
Defendants

Answer

Due and personal service of the within  
admitted

this day of CARVER COUNTY, 19

FILED

OCT 9 1906

Attorney for  
H. D. Muehlberg Clerk

T. P. Craven and  
Odell Odell  
Attorney for Defendant  
Shaska, Minn.

MILLER-DAVIS PRINTING CO., MINNEAPOLIS

(452)



STATE OF MINNESOTA,  
COUNTY OF CARVER.

DISTRICT COURT.  
EIGHTH JUDICIAL DISTRICT.

-----X  
Ferdinand A. Buelow - - - Plaintiff, :  
-vs- :  
Town of Laketown, Henry Rietz, :  
Michael Diethelm and George Frick, :  
Defendants. :  
-----X

The above entitled action having duly come on for trial at the September 1908 General Term of said Court, before the undersigned Judge of said Court, and the same having been duly tried by the Court without a jury on the 9th day of October, 1908, and following days; plaintiff appearing at said trial in person and by his attorneys, Messrs. Snyder & Gale, and defendants appearing in person also at said trial and by their attorneys, Messrs. T. F. Craven and Odell & Odell; upon the issues raised by the pleadings and the admissions therein, and upon all the facts and evidence, stipulations and proof adduced at said trial, the COURT FINDS AS CONCLUSIONS OF FACT:

1st: That plaintiff has been for many years last past, and was at all the times hereinafter set forth and now is, the owner in fee simple and in possession of certain lands situated in said County and State, more particularly described as the south one hundred acres of the Northeast quarter (NE 1/4) and the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section nine (9), Township one hundred and sixteen (116), Range twenty-four (24); that plaintiff has at all said times resided and does now reside upon said land, cultivating the same as his farm and homestead; that a certain portion of said farm, to-wit: forty-five (45) acres in all more or less, constituting an integral part thereof, consists of meadow and hay land from which plaintiff has for many years last past, cut and obtained annually a considerable crop of grass and hay, and which he has also used at all

said times as a pasture and feeding ground for cattle; that plaintiff has in times past ditched said meadow land at considerable expense, and instituted and placed thereon a system of drainage, also at considerable expense, whereby said meadow land became and was of value and profit to said plaintiff in the conduct of his said farm.

2nd: That from time immemorial there has existed a certain natural water course running through said meadow land and through plaintiff's other land included in said farm above described, known as Six Mile Creek, carrying off and draining the surplus waters from said meadow and plaintiff's farm generally; that said creek starts or has its origin in the Northwest quarter (NW 1/4) of Section ten (10) in said township and range, at a certain body of water known as Lake Auburn, of which said lake said creek is the outlet; that said creek from said lake flows in a northwesterly direction a distance of two hundred rods more or less to the section line between said sections nine (9) and ten (10), at or near which point said creek then enters the land of plaintiff herein and flows thence in a westerly and southwesterly direction through and across plaintiff's said land hereinabove described, and thence from plaintiff's land westerly and northwesterly a distance of two hundred and fifty rods more or less to and into Parley Lake, so called, situated in sections five (5) and eight (8) in said township and range; that said creek from its origin at said Lake Auburn to plaintiff's land runs in part through one or more small meadows and in part through and across one or more natural benches or water-sheds consisting of slight elevations of hard land, and that said stream from time immemorial prior to the acts of defendant Rietz hereinafter set forth, has had during said distance but slight fall, so that its current during all said distance has at all said times been slow and sluggish; that its width during all said distance has at all said times averaged only from three feet to seven feet, and its depth only from two to three feet; that immediately upon entering plaintiff's land said stream traverses a small low meadow, a part of plaintiff's said said farm, comprising two or three acres more or less known as the



"upper meadow", but that commencing at the lower end of said "upper meadow" and for considerable distance beyond, said stream has at all said times had a steep fall with rapid current to and through a short ravine out on to and across plaintiff's remaining meadow land known as the "lower meadow" comprising forty-two or forty-three acres more or less; that the elevation of said "lower meadow" is ten and four-tenths (10.4) feet more or less lower than the waters in said Lake Auburn at their normal or average height, and that said creek in traversing said course above described falls such distance; that after entering said "lower meadow" land said stream from that point on to said Parley Lake is a meadow stream with but sluggish current and small pitch.

3rd: That said Lake Auburn hereinabove described has been at all times from time immemorial and now is, a large natural body of open water comprising six hundred acres more or less in extent and varying in depth from twenty-five to eighty feet; that it was at all said times and now is the natural reservoir and basin of a large surrounding water-shed and fed not only by the surface waters but by numerous and divers inlets and creeks; that its shores were at all said times and now are in part marshy and in part hard and clean with sand beaches; that it was at all said times and now is free from reeds, except along some of its shores, navigable, containing fish and resorted to for the purpose of pleasure boating and fishing; that it is a meandered lake according to the government survey thereof.

4th: That during the month of April, 1908, defendant Henry Rietz above named, and certain other persons not named as defendants herein, without the consent of plaintiff, dug and excavated or caused to be dug and excavated said creek connecting said Lake Auburn with plaintiff's land, and widened and straightened the same and lowered and excavated the bed and bottom thereof by removing the earth therefrom along the whole course of said stream from a point near said Lake Auburn up to the line of plaintiff's said land to an average of twice

widening of said outlet channel by defendant Rietz hereinabove set forth, cast and will continue to cast upon plaintiff's said lands all the surplus waters so drained off from said lake below the natural level thereof, which otherwise would have remained therein, except in so far as they might have become lost by evaporation or percolation; and that the injury to plaintiff's said land by reason of said acts of defendant Rietz is great and irreparable.

5th: That the hay and grass then growing on said meadows of plaintiff's so destroyed or injured by the overflow caused by the acts of defendant Rietz hereinabove described, were at the time of such injury, of the reasonable value of *One Hundred* Dollars, and that such hay and grass were so damaged in the sum and to the extent of *Seventy Five* Dollars; that the rental value of plaintiff's said farm, including said meadows as a part thereof, was prior to such injury, the sum of *Three Hundred* Dollars per year, and that the diminution in said rental value after and on account of such injury to said meadows as pasture and hay land, was ~~the~~ the ~~said~~ sum of *Thirty Five and 5/8* Dollars per year for the years *1906 and 1907*; that the said meadows were a valuable and integral part of said farm conducted as a unit, for pasture and hay purposes.

AND AS CONCLUSIONS OF LAW THE COURT FINDS:

1st: That upon the conclusions of fact hereinabove set forth no adequate remedy exists at law in behalf of plaintiff herein, and that plaintiff is entitled to judgment and decree herein against said defendant Henry Rietz, and each and every of his servants, agents and employees, perpetually restraining and enjoining them and each of them,-

(a) from in any way or manner draining or causing to flow into, over or upon any of the said lands of the plaintiff, any of the waters of said Lake Auburn, that did not naturally so flow thereon before the said wrongful acts of defendant hereinabove described;

(b) from draining or causing or permitting to flow any increase



the former and natural width thereof and to an average of three to four feet deeper than the same existed naturally prior thereto; that defendant Rietz so deepened and widened said channel of said stream for the purpose and with the intent to partly drain off and permanently lower the waters of said Lake Auburn to a point below that at which the waters would ordinarily stand and did naturally stand before defendant's acts, in order thereby to reclaim and drain certain marshy lands bordering on said Lake then and there owned by defendant Rietz and other persons residing on or near said lake; that by reason of said defendant's acts hereinabove described, the waters in said lake were so lowered two feet more or less at once upon the making of such excavation, and that said surplus waters of said lake were discharged with rapidity and volume upon plaintiff's said farm and meadow lands by reason of such excavations, and that said meadow lands were then and there by reason thereof largely overflowed and covered with water, mud and slush, and the hay and grass then growing or beginning to grow thereon were damaged and said meadow land rendered less fit for growing hay thereon and less fit for pasturing cattle thereon during the seasons of 1906 and 1907; that prior to said flooding, arising from defendant's said acts, said meadow lands were measurably dry and fit for growing hay or grass thereon and measurably fit for pasturage, and would have at all times so remained if they had not been so injured and destroyed by reason of defendant's said acts; that by reason of said acts said waters have flowed and do now flow and will continue to flow down and upon plaintiff's said lands from said Lake Auburn with increased rapidity and in increased volume; <sup>as compared with their condition prior to said acts;</sup> that the natural channel of said creek over and across plaintiff's said lands was and is insufficient to hold or conduct off said increased volume of water, and that the same necessarily overflows and will continue to overflow the banks and bed of said creek and spread over the whole or a considerable portion of said meadow land as hereinabove set forth; that said lake has no other outlet and that the said lowering, straightening and

of the waters of said lake through or upon the said lands of the plaintiff through the said creek or outlet extending from said lake to the lands of said plaintiff caused by the deepening, widening, straightening or enlarging of said outlet;

(c) from maintaining the said last named deepening, widening, straightening or enlargement of said outlet; and

(d) commanding and requiring said defendant Rietz to fill up and restore said outlet or creek to the same condition, size, width, capacity and width as same were or existed naturally prior to his said wrongful acts, and to prevent the flowing through of said outlet or creek of any of the waters of said lake that did not naturally so flow through said outlet or creek prior to his said wrongful acts.

2nd: That plaintiff is entitled to the judgment of this Court against said defendant Henry Rietz in the sum of *Seventy Five* Dollars as and for his damages hereinabove described on account of the said wrongful acts of said defendant Rietz, together with plaintiff's costs and disbursements in this action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT

*Per Morrison*

JUDGE.

Dated May *2nd*..... 1907.

*All proceedings on the part of the plaintiff stayed for a period of 30 days.*

*Per Morrison*  
*Judge*



State of Minnesota  
County of Carver.

Frederick and A. Budson

- vs - Plffs

Henry Rutz et al.  
Defrs

Findings and  
Decision

CARVER COUNTY,  
FILED

MAY 6 1907

H.O. Muehlberg, Clerk.

(452)

State of Minnesota, } ss.  
 County of Carver }  
 Ferdinand A. Buelow  
 Plaintiff  
 vs.  
 Town of Lake Park  
 Defendant  
 District Court,  
 Eighth Judicial District.

## AMOUNT OF JUDGMENT OR VERDICT.

Amount of Judgment or Verdict, against Henry Riebs - \$ 75.00  
 Interest on same from the day of 1 - \$ .

## COSTS AND DISBURSEMENTS.

Statutory Costs, - - - - - \$ 10.00  
 3 Affidavits, - - - - - \$ .75  
 Acknowledgments, - - - - - \$  
 Sheriff's Fees, serving Summons - - - - - \$ 6.60  
 Jury Fees, - - - - - \$ 3.00  
 Clerk's Fees (to be taxed), - - - - - \$ 7.90

Witness Fees, viz: (Give the name of each Witness, Residence, Number of Days and Dates of Attendance and Number of Miles Traveled.)

NAMES	RESIDENCE	NO. DAYS ATTENDANCE	DATE OF ATTENDANCE	NO. MILES TRAVELED	
Martin Maas	Lake Park, Minn.	1	Oct 9-1906	20	\$ 2.32
Albert	"	1	"	18	\$ 2.20
J. A. Weller	"	1	"	18	\$ 2.08
John Sigel	"	1	"	18	\$ 2.08
Simon Galtz	"	1	"	24	\$ 2.44
Edward Pophal	"	1	"	26	\$ 2.56
Geo. H. Sudd - Minneapolis	Minneapolis	2	Oct 9-1906	40	\$ 29.80-3.40
Surveyor					\$ 46.33

The above Bill of Costs and Disbursements taxed and allowed at \$ 46.33

Dated June 10<sup>th</sup> 1907.

Total Amount, \$ 120.33

H. O. Muehlberg  
 Clerk.

## AFFIDAVIT OF DISBURSEMENTS.

State of Minnesota, } ss.  
 County of Hennepin }  
 being duly sworn, says on oath, that he is one of the Attorneys of the Plaintiff in the above entitled action; that the foregoing is a true and correct statement of the costs and disbursements of said Plaintiff in the above entitled action; and that the foregoing items of disbursements, and each item thereof, have been actually and necessarily paid or incurred therein, by and on behalf of said Plaintiff; and that each of the above named witnesses was a material witness for the said Plaintiff in said action, and was duly sworn, and testified on the trial of said action, on behalf of said Plaintiff. That each of said witnesses actually and necessarily traveled the number of miles above set opposite his name, in going from his said place of residence to, and returning to said place of residence from, the place of trial of said action, and for the purpose of so testifying, actually and necessarily attended said Court the number of days and on the dates hereinbefore stated; and that the residence of each of said witnesses is at the place above stated.

Subscribed and sworn to before me, this

6<sup>th</sup> day of June 1907

Frank H. Snyder  
 Notary Public, Hennepin County, Minn.

My Commission Expires Sept. 25, 1907

allowed as \$3.40 by consent of Opp's Attorney.



STATE OF MINNESOTA

County of Carver

DISTRICT COURT

8th Judicial District.

Ferdinand A. Buelow,

Plaintiff

VS.

Town of Laketown Henry Rietz et al

Defendants

State of Minnesota

ss

County of Carver.

Thomas F. Craven being first duly sworn says that he is one of the attorneys for defendant in said above entitled action, that the trial of said action was commenced on the 8th day of October 06; that witness Geo. H. Budd was not in attendance at said trial as a witness on October 8th 1906. Affiant further says that this affidavit is made in support of defendants objections filed as to taxation of certain costs sought to be taxed in said suit; that affiant has read defendants id objections knows the contents thereof and believes the same to be true.

Subscribed and sworn to before me

this 10th day of June 1907

*H. O. Muehlberg*  
Clerk of District Court  
Carver County Minnesota.

*Thos F Craven*

STATE OF MINNESOTA  
County of Carver.

DISTRICT COURT  
Eighth Judicial District

Ferdinand A. Buelow,

Plaintiff.

-VS.

Town of Laketown, Henry Rietz

Michael Diethelm and George Fick,

Defendants.

Now comes defendant Henry Rietz and respectfully enters his objection to the taxation and allowance of the following item of plaintiff's proposed Bill of Costs and Disbursements, viz.:

" Geo. H. Budd, Surveyor, Minneapolis, 2 days, Oct 8th and 9th 1906, 40 miles mileage \$4.80, fees as expert witness \$25.00, ----- \$29.80 "

and said defendant particularly object to any greater allowance therefor than the sum of \$3.40 being for attending court on October 9th, 1906 and mileage for forty miles travel.

Said objection is based upon the following grounds:

- (a) No order of the Court has ever been obtained allowing any expert witness fees because of said witnesses attendance at said trial or otherwise,
- (b) That said witness was not summoned or sworn and examined as an expert witness in any profession or calling for the purpose of said trial, and was not so summoned or sworn and examined as such expert witness on the trial of said cause,
- (b) That said Geo. H. Budd was not in attendance at said Court at all on the 8th day of October 1906, and
- (c) That the statutes of Minnesota prescribe that witnesses shall receive but six cents per mile for each mile necessary traveled in going to and returning home from a term of court

Wherefore, said defendant prays that said item of \$29.80 proposed in said bill of costs be denied, and that plaintiff be allowed but \$3.40 for the attendance and mileage of said Geo. H. Budd

*W. C. Adell & Thos. F. Brown*  
Attorneys for said Defendants.  
Chaska, Minn.



State of Minnesota  
County of Carver  
District Court

Ferdinand A. Burlew  
vs.  
Jesse J. Ketown  
Henry Kirtz et al.

Objections to Bill of  
Costs and Disbursements

CARVER COUNTY,  
FILED

JUN 10 1907

H. O. Muehlberg, Clerk

(452)

STATE OF MINNESOTA )  
COUNTY OF CARVER., ) ss.

I hereby certify and return, that at the Township of Laketown in the County and State aforesaid, on the 18th day of June 1908, I served the Certified copy of Judgment, hereto attached upon the Defendant ~~##~~ therein named Henry Rietz personally, by leaving a true and correct copy of said Certified copy of Judgment, at the house of the usual abode of said Defendant, with a person of suitable age and discretion then resident therein, to-wit: with J.H. Rietz a son of said defendant.

Dated the 19th day of June 1908.

Service \$1.00  
Travel 1.40  
\$2.40

*paid*

*G. A. Gatz*

Sheriff of Carver County,  
Minnesota



State of Minnesota,  
County of Carver.

District Court.  
Eighth Judicial District.

-----X  
Ferdinand A. Buelow - - - - Plaintiff, :

-vs- :

Town of Laketown, Henry Rietz, Michael  
Diethelm and George Frick - - - Defendants.:

JUDGMENT and DECREE.

-----X  
The above entitled action being regularly on the calendar of this Court at the September 1906 general term thereof, came on for hearing in its order, and it appearing that the defendants, and each of them, have been duly served with summons therein, and thereafter appeared therein in person and by their attorney, the said action was duly heard by the Court; and the Court after considering the same and having thereafter on the 6th day of May, 1907, duly filed its decision and findings therein as prescribed by law, ordering judgment for plaintiff against defendant Henry Rietz:

NOW THEREFORE, pursuant to said decision and order for judgment, and on motion of Messrs. Snyder & Gale, attorneys for plaintiff in said action, IT IS ADJUDGED AND DECREED, that said defendant Henry Rietz, and each and every of his servants, agents and employees, be and they are hereby, perpetually restrained and enjoined, they and each of them,

(a) from in any way or manner draining or causing to flow into, over or upon any of the said lands of plaintiff herein, to-wit: the south one hundred acres of the Northeast quarter (NE 1/4) and the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 116 (8), in Township one hundred and sixteen (116), Range twenty-four (24), in said Carver County, any of the waters of that certain natural body of water known as Lake Auburn, situated in the Town of Laketown in said

County, that did not naturally so flow on plaintiff's said land prior to the acts of defendant Henry Rietz during the month of April 1906 in deepening, widening, straightening and enlarging said outlet;

(b) from draining or causing or permitting to flow any increase of the waters of said lake through or upon the said lands of plaintiff herein, through the creek or outlet of said Lake Auburn known as Six Mile Creek, extending from said Lake Auburn to the said lands of plaintiff herein, caused by such deepening, widening, straightening or enlarging of said outlet by said defendant Henry Rietz;

(c) from maintaining the said last named deepening, widening, straightening or enlargement of said outlet; and

(d) commanding and requiring said defendant Henry Rietz to fill up and restore said outlet known as Six Mile Creek, to the same condition, size, width and capacity as same were or existed naturally prior to his said acts, in deepening, widening, straightening and enlarging said outlet, and to prevent the flowing through of said outlet or creek of any of the waters of said lake, that did not naturally so flow through said outlet or creek prior to his said acts:

AND IT IS FURTHER ADJUDGED, that plaintiff recover of defendant Henry Rietz the sum of Seventy-five Dollars (\$75.00) as and for his damages in this action, together with the further sum of *Forty...*

*five and 33/100*..... Dollars as and for the costs and disbursements of this action, amounting to the aggregate sum of *One hundred twenty and 33/100*.... Dollars.

Dated June ... *10<sup>th</sup>* ... 1907.

BY THE COURT

*H. O. Muehlberg*.....  
Clerk of said District Court.



State of Minnesota,  
County of Carver.  
District Court,  
Eighth Judicial District.

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Ferdinand A. Buelow - Pltff.

-vs-

Town of Laketown et al.  
Defts.

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JUDGMENT and DECREE.  
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CARVER COUNTY,  
FILED

JUN 10 1907

*H. O. Muehlberg* clerk

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